

Snowflake U.S. Public Sector Reseller Access Terms

Last Updated: August 25, 2026

THESE SNOWFLAKE U.S. PUBLIC SECTOR RESELLER ACCESS TERMS, INCLUSIVE OF ALL EXHIBITS AND ATTACHMENTS ATTACHED HERETO OR INCORPORATED HEREIN BY REFERENCE ("**ACCESS TERMS**"), GOVERN YOUR ACCESS AND USE OF THE SNOWFLAKE OFFERINGS AND ARE MADE A PART OF THE AGREEMENT BETWEEN THE ORDERING ACTIVITY UNDER GSA SCHEDULE CONTRACTS IDENTIFIED IN THE PURCHASE ORDER ("**YOU**" "**YOUR**" OR "**CUSTOMER**") AND THE RESELLER ("**RESELLER AGREEMENT**") AUTHORIZED BY SNOWFLAKE TO RESELL SNOWFLAKE OFFERINGS ("**RESELLER**") (COLLECTIVELY, THE ACCESS TERMS AND RESELLER AGREEMENT ARE REFERRED TO AS THE "**AGREEMENT**") AND SHALL COME INTO FULL FORCE AND EFFECT AS OF THE EFFECTIVE DATE OF THE RELEVANT ORDER FORM BETWEEN YOU AND THE RESELLER ("**AGREEMENT EFFECTIVE DATE**"). ANY REFERENCE TO THE "MASTER SAAS AGREEMENT" OR "MSA" SHALL BE DEEMED A REFERENCE TO THE "AGREEMENT". YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND THE BUSINESS, GOVERNMENT ENTITY, OR GOVERNMENT AGENCY, ON WHOSE BEHALF YOU ARE ACCEPTING THESE ACCESS TERMS. THE RIGHTS GRANTED UNDER THESE ACCESS TERMS ARE EXPRESSLY CONDITIONED UPON SUCH AUTHORITY AND ACCEPTANCE. THE SNOWFLAKE OFFERINGS ARE PROVIDED ON A SUBSCRIPTION AND/OR LICENSE BASIS ONLY AND ARE NOT SOLD TO YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ALL COMMITMENTS TO YOU ARE MADE EXCLUSIVELY BY RESELLER (AND NOT SNOWFLAKE INC. OR ANY OF ITS AFFILIATES (COLLECTIVELY, "**SNOWFLAKE**")), AND YOU MUST LOOK SOLELY TO RESELLER REGARDING ANY RIGHTS, CLAIMS OR DAMAGES RELATING TO, OR ARISING OUT OF, THE SNOWFLAKE OFFERINGS AND/OR THE AGREEMENT. THESE ACCESS TERMS APPLY TO YOUR USE OF THE SNOWFLAKE OFFERINGS UNDER THE APPLICABLE RESELLER AGREEMENT. RESELLER IS NOT AN AGENT OF SNOWFLAKE AND IS NOT ACTING ON BEHALF OF SNOWFLAKE, AND YOU ARE NOT A THIRD-PARTY BENEFICIARY TO ANY AGREEMENT BETWEEN RESELLER AND SNOWFLAKE.

1. Use of the Snowflake Offerings.

1.1. Service Provision and Access; Client Software. Reseller gives You and Your Users access to the Snowflake Offerings for the Subscription Term solely for use by You and Your Users in accordance with the Agreement, these Access Terms, the Documentation and the Order Form. You may permit Your Contractors and Affiliates to serve as Users provided that any use of the Service by each of such Contractors or Affiliates is solely for the benefit of You or such Affiliates. You shall be responsible for each User's compliance with these Access Terms, and acts or omissions by any User shall be deemed acts or omissions by You. You will comply with these Access Terms in connection with Your use of the Snowflake Offerings. Except to the extent responsibility is accepted in writing or unless otherwise agreed by Reseller, You are solely responsible for Your use of the Snowflake Offerings. To the extent You install Client Software in connection with Your use of the Service, You and Your Users are granted a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Client Software internally in connection with Your and Your Affiliate's use of the Service, subject to the terms and conditions of these Access Terms and the Documentation.

1.2. Compliance with Applicable Laws. Snowflake will provide the Snowflake Offerings in accordance with its obligations under laws and government regulations applicable to Snowflake's provision of such Snowflake Offerings to its customers generally, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of Snowflake Offerings, without regard to Your particular use of the Snowflake Offerings and subject to Your use of the Snowflake Offerings in accordance with these Access Terms.

1.3. General Restrictions. You will not (and will not permit any third-party to): (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available Snowflake Offerings (or any Deliverables, if applicable) to a third-party (except as set forth in the Documentation for Snowflake Service features expressly intended to enable You to provide Your third-parties with access to Customer Data, or as set forth in an SOW, as applicable) or in a service bureau or outsourcing offering; (b) use any Snowflake Offerings to provide, or incorporate any Snowflake Offerings (or any Deliverables, if applicable) into, any substantially similar cloud-based service(s) for the benefit of a third-party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Snowflake); (d)

remove or obscure any proprietary or other notices contained in the Service; or (e) use any Snowflake Offerings in violation of the Acceptable Use Policy.

1.4. GSA Price List. Notwithstanding any provision to the contrary hereunder, the Service is provided as a consumption based offering for a minimum of twelve (12) month term. The pricing set forth on the GSA Price List reflects the unit price by consumption type (i.e.: processing, storage, ingress/egress, etc.) by which Capacity (as defined below) is consumed and may not be purchased separately. Customers purchase access to and use of the Service ("Capacity") based on estimated usage of various consumption type units and Customers are not entitled to any pre-set amount of consumption type. Capacity is depreciated based on actual real time usage of the Service based on consumption type.

2. Customer Data.

2.1. Rights in Customer Data. As between You, Reseller, and Snowflake, You or Your licensors retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of operation of the Snowflake Service. You grant Snowflake and Snowflake Affiliates a non-exclusive, worldwide, royalty-free right to process Customer Data solely to the extent necessary to provide You the Snowflake Offerings, to prevent or address service or technical problems therein, or as may be required by law or regulation.

2.2. Use Obligations.

a. In General. Your use of the Snowflake Offerings and all Customer Data, including sharing of Customer Data as allowed hereunder, will comply with applicable laws, government regulations, and any other legal requirements, including but not limited to any data localization or data sovereignty laws, regulations, and any other third-party legal requirements applicable to You. You are solely responsible for the accuracy, content and legality of all Customer Data. You warrant that You have and will continue to have sufficient rights in Customer Data to grant the rights to Reseller and Snowflake under these Access Terms and that the processing of Customer Data by Snowflake in accordance with these Access Terms will not violate any laws or the rights of any third party.

b. HIPAA Data. You agree not to introduce to or process any HIPAA Data in the Service unless You have entered into a BAA with Reseller. If You are permitted to introduce to or process HIPAA Data in the Snowflake Service, then You may do so only by providing it as Customer Data to the editions of the Snowflake Service which are specifically designated for HIPAA Data in the Documentation. Upon execution of the BAA between You and Reseller, the BAA is incorporated by reference into the Agreement and is subject to its terms.

2.3. Data Privacy. To the extent applicable, Your Personal Data (as defined in the DPA) shall be processed in compliance with the DPA and You must comply with the DPA as "Customer" (as referenced therein). For the avoidance of doubt, Snowflake is processing your Personal Data as a Sub processor of Reseller. Notwithstanding anything to the contrary in the DPA, it is not an agreement between You and Snowflake. Any rights You have thereunder must be enforced through the Reseller in accordance with these Access Terms. For clarity, all references in the DPA to the "Agreement" as defined in the DPA shall mean the Agreement as defined above.

3. Security. The Snowflake Service and Customer Data are secured in compliance with the Security Addendum. You must comply with the Security Addendum, as "Customer" (as referenced therein). Notwithstanding anything to the contrary in the Security Addendum, it is not an agreement between You and Snowflake. Any rights You have thereunder must be enforced through the Reseller in accordance with these Access Terms. For clarity, all references in the Security Addendum to the written agreement between Snowflake and Customer shall mean the Agreement as defined above.

4. Intellectual Property.

4.1. Snowflake Technology. You agree that Snowflake or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Snowflake Technology. Except for the express limited rights set forth in these Access Terms, no right, title or interest in any Snowflake Technology is granted to You. Further, You acknowledge that the Snowflake Service is offered as an online, hosted solution, and that You have no right to obtain a copy of the underlying computer code for the Snowflake Service (or any Deliverable, as applicable), except (if applicable) for the Client Software in object code format. Snowflake may freely use and incorporate any suggestions, comments or other feedback about the Snowflake Offerings voluntarily provided by You or Your Users into the Snowflake Technology.

4.2. Usage Data. Notwithstanding anything to the contrary in these Access Terms, Usage Data may be collected and used to develop, improve, support, and operate Snowflake's products and services. Snowflake may not share any Usage Data that includes Your Confidential Information with a third party except: (a) in accordance with Section 5 (Confidentiality) of these Access Terms, or (b) to the extent the Usage Data is aggregated and anonymized such that You and Your Users cannot be identified.

4.3. Customer Reference. Snowflake and Reseller may identify You as a customer to other Snowflake customers or prospective customers, including for purposes of facilitating Customer-controlled data sharing hereunder. Without limiting the foregoing, Snowflake and Reseller may use and display Your name on their website and in marketing materials in connection with identifying You as a customer of Snowflake to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

- 5. Confidentiality.** Each party (as "**Receiving Party**") will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the other party (the "**Disclosing Party**") disclosed pursuant to the Agreement for any purpose outside the scope of the Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with the Agreement and who are bound by obligations of confidentiality to or have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law, regulation, court order or to comply with, maintain or uplevel its authorizations and certifications, including, without limitation, its U.S. government authorizations, to disclose Confidential Information, then Receiving Party shall, to the extent permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information, without limitation, the opportunity to seek appropriate administrative or judicial relief. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. If the Receiving Party is a governmental entity and reasonably determines that it is required to disclose or otherwise release Snowflake Confidential Information pursuant to applicable freedom of information laws or regulations, including, for example, the U.S. Freedom of Information Act, 5 U.S.C. 552, then Snowflake shall have the opportunity to seek appropriate administrative or judicial relief.
- 6. EFFECT OF TERMINATION; RETRIEVAL OF CUSTOMER DATA.** You will have up to thirty (30) calendar days from termination or expiration of the Agreement to access the Snowflake Service solely to the extent necessary to retrieve Customer Data ("**Retrieval Right**"). If You exercise Your Retrieval Right, the Agreement, inclusive of these Access Terms, and the applicable Order Form shall continue in full force and effect for the duration of the Retrieval Right. There shall be no further obligation to make Customer Data available after the latter of: (a) the effective date of termination of the Agreement, or (b) the Retrieval Right period, if applicable, and Customer Data shall be deleted promptly thereafter. After the Retrieval Right period, You will have no further access to Customer Data and shall cease use of and access to the Snowflake Offerings (including any related Snowflake Technology) and delete all copies of Client Software, Documentation, any associated passwords or access codes, and any other Snowflake Confidential Information in Your possession.
- 7. Suspension of the Snowflake Offerings.** Snowflake Offerings may be suspended if: (a) it is reasonably determined by Reseller or Snowflake that suspension is necessary to avoid material harm to Snowflake or its customers, including if the Snowflake Offerings are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Snowflake's control; or (b) as required by law or at the request of governmental entities. Snowflake will re-establish the affected part(s) of the Service promptly after the situation giving rise to the suspension has been cured.
- 8. Warranty.**

 - 8.1 Service and Technical Services Warranty.** The Snowflake Service will operate in substantial conformity with the applicable Documentation and Technical Services and Deliverables (if any) will be provided in a professional and workmanlike manner and will substantially conform with the specifications in the applicable SOW (collectively, ("**Limited Warranty**"). If Reseller is not able to correct any reported non-conformity with the Limited Warranty, either Reseller or You may terminate the applicable Order Form or SOW (as applicable), and You, as Your sole remedy, will be entitled to receive a refund of any unused, prepaid fees for the applicable Service or Technical Services purchased thereunder. This Limited Warranty will not apply if the error or non-conformity was caused by: (a) Your misuse of the Service or Deliverables; (b) modifications to the Service or Deliverables by You or any third-party; (c) External Offerings; or (d) any services or hardware of Yours or any of Your third parties used by You in connection with the Service or Deliverables. For Technical

Services and Deliverables, this Limited Warranty will not apply unless You provide written notice of a claim to Reseller within thirty (30) days after expiration of the applicable SOW.

8.2 Disclaimers; Limitations on Snowflake Liability. EXCEPT FOR THE “LIMITED WARRANTY” SET FORTH ABOVE, TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, EACH SNOWFLAKE OFFERING, THE CLIENT SOFTWARE, SAMPLE DATA, EXTERNAL OFFERINGS, AND ANY OTHER SOFTWARE OR SERVICES PROVIDED UNDER THESE ACCESS TERMS, ARE PROVIDED “AS IS” AND NEITHER SNOWFLAKE NOR RESELLER MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER SNOWFLAKE OR RESELLER WARRANT THAT THE USE OF ANY SNOWFLAKE OFFERINGS WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES SNOWFLAKE OR RESELLER WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SNOWFLAKE WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND. YOU MUST LOOK SOLELY TO RESELLER REGARDING ANY RIGHTS, CLAIMS, OR DAMAGES RELATING TO, OR ARISING OUT OF, THE SNOWFLAKE OFFERINGS, THE AGREEMENT, AND/OR THESE ACCESS TERMS.

- 9. Support and Availability.** During the Subscription Term, You will be provided the level of support for the Snowflake Service set forth in the applicable Order Form, in accordance with the Support Policy. All requests for support will be directed to Snowflake and Reseller should not have access to Your Account and/or Customer Data. Should You grant Reseller access to Your Account or any Customer Data, You hereby consent to such access by Reseller. Notwithstanding anything to the contrary in the Support Policy, the Support Policy is not an agreement between You and Snowflake. Any rights You have thereunder must be enforced through the Reseller in accordance with these Access Terms. For clarity, all references in the Support Policy to the agreement between Snowflake and Customer for the Service shall mean the Agreement as defined above.

10. Technical Services.

10.1. Provision of Technical Services. Technical Services (if any) will be provided as set forth in each applicable SOW, subject to the terms and conditions of these Access Terms.

10.2. Assistance. You acknowledge that timely access to applicable Customer Materials, resources, personnel, equipment or facilities is necessary for the provision of Technical Services. You agree to provide such access and to reasonably cooperate with Snowflake during a Technical Services project.

10.3. Customer Materials. You hereby grant Reseller and Snowflake a limited right to use any Customer Materials solely for the purpose of providing Technical Services to You. You will retain any of the rights (including all intellectual property rights) in and to Customer Materials. Customer Materials comprising Confidential Information will be subject to the confidentiality obligations in these Access Terms. You warrant that You have and will have sufficient rights in the Customer Materials to grant the rights to Reseller and Snowflake under these Access Terms and that Customer Materials will not violate any third-party rights.

10.4. Access to Customer Data under a SOW. With respect to any access by Snowflake or others to any Customer Data under an SOW, You are solely responsible for ensuring that both the duration and scope of access is strictly limited to the access required under the specific SOW. You agree that You will not grant Snowflake access to Customer Data unless specifically required and noted in an SOW, and You will grant any such access only during the term of the applicable Technical Services project. Unless otherwise specified in an SOW, You must ensure that: (a) any access to Customer Data that You grant is limited to read-only access in Your development environment for the Snowflake Service (and You will not grant access to any other environment, such as its test, production or disaster recovery), and (b) You will not grant access to any Customer Data that is unencrypted or contains sensitive data, including without limitation, any personal data, credit card or other financial account information, or protected health information. To the extent access to Customer Data is granted, unless otherwise specified in an SOW, You will provide the recipient of such access with: (i) secure workstations and networks for accessing Customer Data that are monitored, managed, configured, supported and maintained by You, and (ii) unique user ID/passwords to each resource that requires access to Customer Data, and these credentials will be solely managed by You.

10.5. License to Deliverables. The Technical Services Snowflake performs (e.g., providing guidance on configuring the Snowflake Service) and the resulting Deliverables are generally applicable to Snowflake's business and are part of Snowflake Technology. Subject to the terms and conditions of these Access Terms (including the restrictions in Section 1.6 (General Restrictions)), Snowflake grants You a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables internally solely in

connection with Your use of the Snowflake Service during the period in which You have valid access to the Snowflake Service.

10.6. Change Orders; Other Terms. You may submit written requests to Reseller to change the scope of Technical Services under an existing SOW. Reseller will promptly notify You if it believes that the requested change may require an adjustment to the fees, schedule, assumptions or scope for the performance of the Technical Services. Neither party is bound by changes to an SOW unless the parties have entered into a Change Order with respect thereto. Reseller may use subcontractors to deliver Technical Services but will remain responsible for their performance of those Technical Services under the applicable terms and conditions of the Agreement. For clarity, You will be responsible for any consumption and other fees for the Snowflake Service that are generated as part of the Technical Services.

11. Indemnification.

11.1. Indemnification by Reseller. Subject to the Attorney General's acceptance of the procedures set forth in Section 11.3, Reseller will have the right to intervene to defend You against any claim by a third-party alleging that the Service or any Deliverable, when used in accordance with these Access Terms, infringes any intellectual property right of such third-party and will indemnify and hold harmless You from and against any damages and costs awarded against You or agreed in settlement by Reseller (including reasonable attorneys' fees) resulting from such claim. If Your use of the Service or Deliverable results (or in Snowflake's or Reseller's opinion is likely to result) in an infringement claim, Reseller may either: (a) substitute functionally similar products or services; (b) procure for You the right to continue using the Service or Deliverable; or if (a) and (b) are not commercially reasonable, (c) terminate these Access Terms, or the applicable Order Form or SOW and refund to You any prepaid unused fees for the applicable Service or Deliverable. The foregoing indemnification obligation of Reseller will not apply to the extent the applicable claim is attributable to: (i) the modification of the Service or Deliverable by any party other than Snowflake or based on Your specifications or requirements; (ii) the combination of the Service or Deliverable with products or processes not provided by Snowflake; (iii) any use of the Service or Deliverables in non-conformity with these Access Terms; or (iv) any action arising as a result of Customer Data, or any deliverables or components not provided by Snowflake. This Section sets forth Your sole remedy with respect to any claim of intellectual property infringement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

11.2. Your Representations and Warranties. You agree that You are solely responsible for all risks arising from or relating to any Customer Data, Customer Materials or any product or service offered by You and used in connection with the Service, and You hereby represent and warrant that any Customer Data, Customer Materials or any product or service offered by You and used in connection with the Service will not violate the Agreement or applicable law, infringe or misappropriate any third-party rights, or cause harm to any third-party or Snowflake.

11.3. Procedures. In the event of a potential indemnity obligation under this Section 11, the indemnified party will: (a) promptly notify the indemnifying party in writing of the claim, (b) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (c) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section shall not relieve the indemnifying party of its obligations under this Section. However, the indemnifying party shall not be liable for any litigation expenses the indemnified party incurred before such notice was given, or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this Section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any indemnification obligation under this Section will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

12. LIMITATION OF REMEDIES AND DAMAGES. EXCEPT AS TO "EXCLUDED CLAIMS," TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT:

(A) NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, COVER COSTS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

(B) SUBJECT TO SUBSECTION (C) BELOW, EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE), SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE TO RESELLER IN THE PRIOR TWELVE (12) MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR SOW TO WHICH SUCH LIABILITY RELATES ("**GENERAL LIABILITY CAP**");

(C) IN THE CASE OF "DATA PROTECTION CLAIMS," EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED TWO TIMES (2X) THE AMOUNT ACTUALLY PAID OR PAYABLE TO RESELLER IN THE PRIOR TWELVE (12) MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR SOW TO WHICH SUCH LIABILITY RELATES ("**DATA PROTECTION CLAIMS CAP**");

(D) IN NO EVENT SHALL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP. SIMILARLY, THOSE CAPS SHALL NOT BE CUMULATIVE; IF A PARTY (AND/OR ITS AFFILIATES) HAS ONE OR MORE CLAIMS SUBJECT TO THE "GENERAL LIABILITY CAP" AND THE "DATA PROTECTION CLAIMS CAP," THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE "DATA PROTECTION CLAIMS CAP";

(E) THE PARTIES AGREE THAT THIS SECTION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THE AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE; AND

(F) THE APPLICABLE MONETARY CAPS SET FORTH IN THIS SECTION SHALL APPLY, ON AN AGGREGATE BASIS, ACROSS THE AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) GOVERNING USE OF THE "SNOWFLAKE OFFERINGS" ENTERED INTO BETWEEN RESELLER AND YOU OR ANY OF YOUR "AFFILIATES".

13. **General Terms.**

13.1. Severability; Interpretation; Conflicts. If a court of competent jurisdiction holds any provision of these Access Terms to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these Access Terms will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect interpretation of these Access Terms. Except for the Acceptable Use Policy, the DPA, the Offering-Specific Terms, the Security Addendum and the Support Policy, each of which shall govern solely with respect to the subject matter therein, these Access Terms govern and control in the event of a conflict with any other ancillary documents or provisions applicable to the Snowflake Offerings, unless otherwise expressly agreed in writing by the parties.

13.2 Entire Agreement. The Agreement, inclusive of these Access Terms, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all prior written and oral agreements and communications relating to the Snowflake Offerings. Where there are any inconsistencies between the terms and conditions of these Access Terms and the Reseller Agreement, these Access Terms shall prevail as they apply to the Snowflake Offerings. Notwithstanding the foregoing, Optional Offerings may be made available for Your use in Your sole discretion. Snowflake may change and update the Snowflake Service (in which case Snowflake may update the applicable Documentation accordingly) provided that the overall functionality of the Snowflake Service during the applicable Subscription Term will not materially decrease. The parties acknowledge and agree that Snowflake, notwithstanding any provision to the contrary hereunder, is a third-party beneficiary hereunder and, to the extent allowable under applicable law, regulation or rules, reserves the option to enforce its rights and remedies directly against You.

13.3 Export Control. Each party agrees to comply with all export and import laws and regulations, including without limitation, those of the United States applicable to such party in connection with its respective provision or use of the Service under these Access Terms. Without limiting the foregoing, You represent and warrant that You: (a) are not listed on, or majority-owned by any entity listed on, any U.S. government list of prohibited or restricted parties; (b) are not located in (or a national of) a country that either is subject to a U.S. government embargo or has been designated by the U.S. government as a "state sponsor of terrorism"; (c) will not (and will not permit any third parties to) access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (d) will not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

13.4 **U.S. Government Terms.**

(a) Federal Government End Use Provisions. To the extent You are an agency of or otherwise represent the United States federal government, (i) You hereby agree that the Service qualifies as a "commercial product" as defined by FAR Part 2.101 or the state law corollary, and (ii)

the Snowflake Offerings, including all related software and, to the extent applicable the Snowflake Technology, are provided for ultimate federal government end use and are made available solely in accordance with the following: Government technical data and software rights related to the Snowflake Offerings include only those rights customarily provided to the public as defined in these Access Terms. This customary commercial license is provided in accordance with the United States Federal Acquisition Regulation (“**FAR**”) section 12.211 (Technical Data) and FAR section 12.212 (Software) and, for Department of Defense transactions, the United States Defense Federal Acquisition Regulation Supplement (“**DFARS**”) section 252.227-7015 (Technical Data Commercial Items) and DFARS section 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Reseller to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

(b) U.S. SnowGov Region Access Terms. Certain Snowflake deployments are made available for use by U.S. government customers and for customers who have workloads that are subject to the United States Traffic in Arms Regulations or other U.S. government workload compliance requirements, as set forth in the Documentation (“**U.S. SnowGov Region**”). If You elect to use the Service in the U.S. SnowGov Region, Your use of and access to the Service in such U.S. SnowGov Region is, in addition to these Access Terms, subject to the Snowflake U.S. SnowGov Region Access Terms (as defined below). You shall be deemed to have accepted said U.S. SnowGov Region Access Terms upon Your use of the Snowflake Service in any U.S. SnowGov Region. Where there is any conflict between the terms and conditions of these Access Terms and the Snowflake U.S. SnowGov Region Access Terms, the terms of the Snowflake U.S. SnowGov Access Terms shall apply with respect to Your access and use of U.S. SnowGov Region. Notwithstanding anything to the contrary in the Snowflake U.S. SnowGov Region Access Terms, the Snowflake U.S. SnowGov Region Access Terms are not an agreement (separate or otherwise) between You and Snowflake. Any rights You have thereunder must be enforced through the Reseller in accordance with these Access Terms. For clarity, all references in the Snowflake U.S. SnowGov Region Access Terms to the written agreement between Snowflake and Customer shall mean the Agreement as defined above.

(c) U.S. Government Commercial Compliance Access Terms Addendum. Certain Snowflake deployments outside of the U.S. SnowGov Region are made available for your use that support your compliance with certain U.S. government workload compliance requirements, as set forth in the Documentation (the “**U.S. Government-Authorized Commercial Regions**”). If You elect to use the Service in any such U.S. Government-Authorized Commercial Regions, Your use of and access to the Service in such U.S. Government-Authorized Commercial Regions is subject to the additional Snowflake U.S. Government Commercial Compliance Access Terms Addendum (as defined below). You shall be deemed to have accepted said Snowflake U.S. Government Commercial Compliance Access Terms Addendum upon Your use of the Snowflake Service in any U.S. Government-Authorized Commercial Region. Where there is any conflict between the terms and conditions of these Access Terms and the Snowflake U.S. Government Commercial Compliance Access Terms Addendum, the terms of the Snowflake U.S. Government Commercial Compliance Access Terms Addendum shall apply with respect to Your access and use of U.S. Government-Authorized Commercial Regions. Notwithstanding anything to the contrary in the Snowflake U.S. Government Commercial Compliance Access Terms Addendum, the Snowflake U.S. Government Commercial Compliance Access Terms Addendum is not an agreement (separate or otherwise) between You and Snowflake. Any rights You have thereunder must be enforced through the Reseller in accordance with these Access Terms. For clarity, all references in the Snowflake U.S. Government Commercial Compliance Access Terms Addendum to the written agreement between Snowflake and Customer shall mean the Agreement as defined above.

14. Definitions.

“**Acceptable Use Policy**” or “**AUP**” means Snowflake’s acceptable use policy attached hereto as Exhibit A. Notwithstanding anything to the contrary in the Acceptable Use Policy and Documentation, the Snowflake Acceptable Use Policy is not an agreement (separate or otherwise) between You and Snowflake.

“**Account**” means Your account in the applicable Service in which You store and process Customer Data.

“**Affiliate**” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a party. As used in this definition, “control” means the power to direct the management or affairs of an entity and “ownership” means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

“BAA” means a separately executed business associate agreement governing obligations with respect to any HIPAA Data processed by You in the Snowflake Service in accordance with the terms of these Access Terms.

“Client Software” is any desktop client software that is made available to You for installation on Users’ computers to be used in connection with the applicable Snowflake Service.

“Confidential Information” means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances of the disclosure. All Customer Data will be deemed Your Confidential Information without any marking or further designation. All Snowflake Technology will be deemed Confidential Information of Snowflake without any marking or further designation. Confidential Information shall not, however, include information that the Receiving Party can demonstrate: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third-party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party.

“Contractor” means Your independent contractors and consultants.

“Customer Data” means any data or data files of any type that are uploaded by or on behalf of You for storage or processing in the Snowflake Service.

“Customer Materials” means any materials provided to Snowflake in connection with Technical Services.

“Data Protection Claims” means any claims arising from a party’s breach of Section 2.3 (Data Privacy), Section 3 (Security), Section 5 (Confidentiality) and/or the BAA (if any), where such breach results in the unauthorized disclosure of Customer Data, or breach of Section 2.2 (Use Obligations).

“Data Protection Claims Cap” is defined in Section 12 (Limitation of Remedies and Damages).

“Deliverables” means the guides, code (including SQL queries) or other deliverables that Snowflake provides in connection with Technical Services, but excludes any compilers, assemblers, interpreters, or similar tools Snowflake may use to develop Deliverables.

“Documentation” means Snowflake’s technical documentation and usage guides expressly designated by Snowflake as applicable to the at <https://docs.snowflake.com>.

“DPA” means the Snowflake Data Processing Addendum attached hereto as Exhibit B.

“Excluded Claims” means obligations or claims based on: (a) a party’s breach of its obligations in Section 5 (Confidentiality) (but excluding obligations and claims relating to Customer Data); (b) either party’s express obligations under Section 11 (Indemnification); and/or (c) liability which, by law, cannot be limited (e.g., tort claims for gross negligence and intentional misconduct).

“External Offerings” means separate or third-party data, databases, services, offerings or applications that are independent from, but interoperate with the Service, and may be procured or used by You. For clarity, External Offerings are subject to separate terms attached hereto as Exhibit G, and Snowflake has no liability with respect thereto under these Access Terms.

“FAR”, “DFARS” and “U.S. SnowGov Region” are respectively as defined in Section 13.4 (U.S. Government Terms).

“General Liability Cap” is defined in Section 12 (Limitation of Remedies and Damages).

“HIPAA” means the Health Insurance Portability and Accountability Act, as amended and supplemented.

“HIPAA Data” means any patient, medical or other protected health information regulated by HIPAA or any similar U.S. federal or state laws, rules or regulations.

“Offering-Specific Terms” means the Offering-Specific Terms attached hereto as Exhibit H that supplement these Access Terms as indicated in the applicable Offering-Specific Terms. Notwithstanding anything to the contrary in the Offering-Specific Terms, the Offering-Specific Terms are not an agreement (separate or otherwise) between You and Snowflake. Any rights You have thereunder must be enforced through the Reseller in accordance with these Access Terms. For clarity, all references in the Offering-Specific Terms to the written agreement between Snowflake and Customer shall mean the Agreement as defined above.

“Optional Offerings” means optional features, functionality, or other offerings that You may use in connection with or as part of the Service, subject to the applicable Offering-Specific Terms.

“Order Form” means the ordering document (and/or SOW, if applicable) governed by the Agreement that is signed by You and Reseller that specifies the Snowflake Offerings to be provided to You.

“Personal Data” shall have the meaning set forth in the DPA.

“Preview(s)” means products, features, services, software, regions or cloud providers that Snowflake does not yet make generally available, e.g., those that are labeled as “private preview,” “public preview,” “pre-release” or “beta” and which are subject to the Offering-Specific Terms attached hereto as Exhibit H.

“Sample Data” means any data (including from third-party sources) provided or made available to You by Snowflake solely for Your internal testing, evaluation, and other non-production use of the Snowflake Service during the Subscription Term, which Snowflake may delete or require You to cease using at any time upon advance notice.

“Security Addendum” means the Snowflake Security Addendum attached hereto as Exhibit C.

"Snowflake Offerings" means the Service, Technical Services (including any Deliverables), and any support and other ancillary services (including, without limitation, services to prevent or address service or technical problems) provided by Snowflake.

"Snowflake Service" or **"Service"** means the generally available software-as-a-service offering hosted by or on behalf of Snowflake, as described in the Documentation and set forth in an Order Form.

"Snowflake Technology" means the Service, Documentation, Client Software, Deliverables, and any and all related and underlying technology and documentation in any Snowflake Offerings; and any derivative works, modifications, or improvements of any of the foregoing.

"Snowflake U.S. Government Commercial Compliance Access Terms Addendum" means the Snowflake U.S. Government Commercial Compliance Access Terms Addendum attached hereto as Exhibit E.

"Snowflake U.S. SnowGov Region Access Terms" means the Snowflake U.S. SnowGov Region Access Terms attached hereto as Exhibit F.

"SOW" means a statement of work describing the Technical Services to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information for Technical Services related to the Snowflake Service that is governed by the Agreement.

"Subscription Term" means the period of time during which You are authorized to access the relevant Snowflake Offering(s), as specified in the applicable Order Form.

"Support Policy" means the Snowflake Support Policy and Service Level Agreement attached hereto as Exhibit D.

"Technical Services" means the consulting, configuration or other professional services provided to You under an Order Form or Statement of Work.

"U.S. Government" means an agency of the federal government of the United States of America, or any government of any state thereunder. If the You are a state government or an agency of a state government, then references to federal law or regulations shall be replaced with a reference to the corresponding state law or regulation if such exists.

"Usage Data" means usage and operations data in connection with Your use of the Service, including query logs and metadata (e.g., object definitions and properties).

"User" means the persons designated and granted access to the Snowflake Service by You or on Your behalf, including, as applicable, any of Your and Your Affiliates' Contractors.

Exhibit A

Acceptable Use Policy

Use of the Snowflake Offerings (which, for clarity, include the Service) are subject to this acceptable use policy (the “**Acceptable Use Policy**”).

Unless otherwise indicated, capitalized terms used herein but not defined herein have the meanings ascribed to them in the applicable agreements between Customer and Snowflake governing Customer’s use of the Snowflake Offerings (the “**Agreement**”).

I. General Use Restrictions.

Customer may not:

- A. Use the Snowflake Offerings in any way that violates or facilitates the violation of applicable law. This includes:
 - 1. Engaging in illegal activity such as terrorism; cybersecurity crime; organized crime; or child sexual exploitation or the generation of Child Sexual Abuse Material (CSAM);
 - 2. Violating copyright, trademark, or other intellectual property laws;
 - 3. Violating any person’s privacy rights, including by attempting to collect, infer, predict, store, process, or disclose protected or personally identifiable information, such as passwords, account information, credit card numbers, addresses, location, or other contact information without a lawful basis for doing so;
 - 4. Engaging in the unauthorized practice of any regulated profession, including the financial, legal, or medical/health professions; or
 - 5. Accessing or authorizing anyone to access the Snowflake Offerings from an embargoed country.
- B. Use the Snowflake Offerings in any way that could harm them or impair another person’s authorized use of the Snowflake Offerings. This includes:
 - 1. Attempting to gain unauthorized access to the Snowflake Offerings, acting to deny others’ authorized access to the Snowflake Offerings, or authorizing any third party to inappropriately access or use the Snowflake Offerings on Customer’s behalf (such as sharing a username and password with multiple individuals);
 - 2. Using the Snowflake Offerings to try to gain unauthorized access to any other service, data, account, system, or network by any means; and
 - 3. Using content or technology that harms, interferes with, or limits Snowflake’s or any other user’s normal operation of Snowflake’s products and services, including monitoring traffic or data.
- C. Use the Snowflake Offerings in any way that is intended to harm others (other than normal competition with third parties). This includes:
 - 1. Using the Snowflake Offerings to store, generate, or transmit viruses, malware, malicious code, trojan horses, or anything designed to impair the proper operation of any website or computer system; and
 - 2. Using the Snowflake Offerings to harm, threaten, stalk, defame, defraud, deceive, or harass anyone for any reason.
- D. Use the Snowflake Offerings to violate Snowflake’s intellectual property rights or otherwise compete with Snowflake. This includes:
 - 1. Accessing or using any intellectual property in or related to the Snowflake Offerings, except as expressly permitted under the Agreement;

2. Copying the Snowflake Offerings, or any part, feature, function, or user interface thereof, except as expressly allowed for such Snowflake Offerings under the Agreement; and
 3. Using the Snowflake Offerings to assist in the creation of similar or competitive products or services to be used apart from the Service.
- E. Engage in cryptocurrency mining or similar activities, except as expressly authorized under the Agreement.

II. Use of Snowflake AI Features

If Customer elects to use Covered AI Features or Preview AI Features, as described in the Documentation (collectively, the “**Snowflake AI Features**”), Customer’s use is subject to the following:

- A. Customer and its Users may not use Snowflake AI Features to make Fully Automated Decisions in domains that affect individual rights or well-being or will have a legal effect on an individual, including decisions relating to finance, employment, healthcare, housing, insurance, social welfare, or other essential goods and services. In these domains, Customer must ensure that the final decision complies with all applicable laws related to such use, including any requirements for human review, special audits and testing, consent, notice, or disclosure. “Fully Automated Decision” means any determination about an individual made entirely by systems and software, including those using artificial intelligence, machine learning and other data processing techniques, without any human involvement or intervention.
- B. Customer shall not disable, evade, disrupt, or interfere with any content filters or safety systems that are part of Snowflake AI Features.
- C. Customer may not misrepresent the origin of any response or result from a Snowflake AI Feature provided to a Customer within the Service after processing an Input (an “Output”) by claiming or implying such Output was created by a human or representing the Output as an original work. Customer may not remove any markings that are automatically applied to an Output to indicate that such Output was artificially generated. Customer will promptly stop using, displaying, or distributing any Output if it receives a claim that such Output violates a third party’s intellectual property rights, or notice that such a claim has been made. Customer shall not use or communicate to third parties any Output in breach of any rules relating to “deepfake” content that are imposed on Customer by applicable law. As used herein, “Input” means any natural language statement, SQL request, prompt, or query that a User provides to the Service for use with a Snowflake AI Feature.
- D. Customer must not use any Snowflake AI Feature without first determining if its use of such feature is effective and safe. The Snowflake AI Features and/or any components thereof are not intended to be used for and Customer shall not use the Snowflake AI Features for: (i) prohibited practices under the European Union Artificial Intelligence Act (the “EU AI Act”) (ii) any use that would result in the Snowflake AI Features being declared a high-risk AI system or that otherwise qualifies as “high-risk” under the EU AI Act or (iii) any use that is sensitive, critical, unsafe, high-risk, or hazardous (including any use that could result in death or serious bodily injury, catastrophic damage, warfare, or the operation of critical infrastructure). Customer is responsible for any decisions, actions, and/or inactions arising from its use of Snowflake AI Features, including ensuring compliance with applicable laws, regulations, and other legal requirements.
- E. Customer must not use the Snowflake AI Features without appropriately disclosing to end-users any known risks or dangers of its use of Snowflake AI Features.
- F. Customer may not use the Snowflake AI Features or any Output to aid in developing, training, re-training, fine-tuning, testing, improving, or enhancing products or services that compete with the Snowflake Offerings, including other artificial intelligence models.

III. Use of Listings

If Customer elects to use Listings as either a Provider or Consumer, as described in the Documentation, Customer’s use is subject to the following:

- A. Customer will comply with the Provider and Consumer Policies, attached hereto and made available at <https://www.snowflake.com/en/legal/provider-and-consumer-policies/> (or such successor URL as may be designated by Snowflake), as applicable.

- B. Customer may not advertise or rely on any Snowflake-provided native app security scans or reviews, as described in the Documentation, as part of its own compliance or marketing activities without the prior written consent of Snowflake.

IV. Benchmarking

Subject to the use restrictions herein, Customer may conduct benchmark tests of the Service, including the Snowflake AI Features (each a “**Test**”). With the exception of Tests involving Previews, Customer may publicly disclose, or allow third parties to publicly disclose, the results of the Test as long as (1) Customer shares the Test results with Snowflake reasonably in advance of its disclosure, and (2) the disclosure includes all information necessary to replicate the Test. Test results involving Preview features are confidential and cannot be publicly disclosed without Snowflake’s prior written approval.

V. Violations

Customer will report any violations of this Acceptable Use Policy, or any issues with any of the Snowflake Offerings, including the Service and the Snowflake AI Features, to Snowflake’s General Counsel at generalcounsel@snowflake.com.

VI. General Terms

Notwithstanding anything to the contrary in the Agreement, in the event of any conflict between the Agreement and this Acceptable Use Policy, this Acceptable Use Policy shall govern. This Acceptable Use Policy may be non-materially updated by Snowflake from time to time upon reasonable notice (which may be provided through the Service). Any violation of this Acceptable Use Policy may result in the suspension or termination of Customer’s access to and use of the Service or other Snowflake Offerings in accordance with the terms and conditions of the Agreement. Customer is responsible for its Users’ compliance with this Acceptable Use Policy and that it will not encourage any third parties to perform activities banned herein.

Updated: February 3, 2025

PROVIDER AND CONSUMER POLICIES

Our policies are intended to help ensure a safe, reliable, and respectful experience for Providers and Consumers.

This page outlines Snowflake's official policies governing participation in the Marketplace – including Provider and Consumer expectations, listing and profile requirements, product standards, and monetization guidelines.

Together, these policies define how Providers and Consumers can responsibly engage in the Marketplace while maintaining compliance with Snowflake's legal and operational standards.

Note

Capitalized terms have the meaning given them in the Snowflake [Provider and Consumer Terms](#).

Provider and consumer expectations

We expect Providers and Consumers to accurately represent themselves and be responsive to Product-related requests.

To report an issue with a Product or a Provider, please fill out [this form](#).

Misrepresentation and impersonation

Providers and Consumers must not mislead other Snowflake customers by impersonating anyone, or implying that their organizations are related to or authorized by someone that they aren't, including through the use of inappropriate or incorrect logos, descriptions, titles, or other elements.

Responsiveness

Providers and Consumers are expected to respond promptly, and respectfully, to Product and Marketplace-related inquiries and requests from Snowflake and other Snowflake customers, within three (3) business days.

No infringing or unlawful provider materials

Providers must not provide any Provider Materials that are infringing, unlawful, or in violation of third-party rights, including third-party terms of service.

Use of usage metrics

Any usage metrics that we share with a Provider about a Consumer's use of the Provider's Products are Confidential Information and must only be used for internal business purposes. Providers may not use usage metrics for publishing benchmarks or revealing adoption of listings. Providers may only use Personal Data supplied by us for marketing if the marketing communications are limited to their Products, such use is in accordance with their public-facing privacy notice, they have obtained all required consents, and they otherwise comply with applicable terms of the Snowflake Provider and Consumer Terms.

Listing and profile content policies

Provider profiles must accurately describe Providers' organizations, and Listing Information must accurately describe Providers' Products and contain any information required by the Snowflake Provider and Consumer Terms and as described below.

Profile requirements

The intent of the Provider profile is to clearly convey information about Providers and the Products that they offer. We require the following for all Provider profiles:

- Profile name. Your profile name should be the same as your company name and/or a name your company publicly does business as. Consumers should be able to identify your company through your profile name. In situations where two or more companies demonstrate the rights to the same profile name, Snowflake will review the profile submissions on a first come, first serve basis.
- Single profile. You may only have one profile per distinct legal entity. If you have multiple legal entities within your organization, you may create one profile for each distinct legal entity.
- Description. You must include an accurate description of your organization, highlighting its relevance to the Products you offer, and identifying your business entity. If your profile name does not match the organization name in the Product's documentation, Listing Terms, or privacy notice, you must also clarify the relationship in the organization description.
- Eligible entities. Your business entity may be a C corporation or LLC in the United States, a registered nonprofit, or the equivalent entities in jurisdictions outside of the United States.
- Logo. You must include a clear and high-quality logo.

- Publishing on behalf of another entity. You may publish listings on behalf of other entities provided you have the necessary rights. When publishing listings on behalf of another entity under that entity's name or brand, you may use that entity's logo if you have the necessary rights. You should also include your entity name in your profile name (e.g., if Company A wanted to offer products on behalf of Company B, their company name could be "Company B by Company A").
- Contact information. You must include up-to-date contact information for Snowflake and Consumers to contact you, with a business domain for all contact emails.
- Links. You may include links to information regarding your organization. You must include a link to your public-facing privacy notice applicable to all Consumer Personal Data collected by you or on your behalf.

Listing practices

Providers' Listing Information should accurately describe their Products and provide information regarding the applicable costs and Listing Terms, including any use restrictions, license grants, and other terms and conditions covering a Consumer's use of their Products. Specifically:

- Title. The Product "Title" must clearly identify the Product and be properly and consistently formatted. Titles must not use Snowflake trademarks — including "Snowflake," "Cortex," or any "Snow"-formative term — in a manner that implies the Product is created, endorsed, or officially affiliated with Snowflake, unless the Provider has the necessary rights to do so.
- Description. The Product "Description" must include an introduction, details about the nature of the Product (for example, for data Products, details on the Product's tables and fields and, for application Products, details about the Product's functionality), and use cases for the Product.
- AI Object description. For listings that include AI objects, Providers must include sufficient information for Consumers to understand and evaluate each attached AI object, including:
 - A description of each AI object and its purpose.
 - 2–3 representative example inputs or prompts demonstrating expected behavior.
 - Any known conditions, limitations, or data requirements for successful use.
- Category. The Product "Category" must reflect the Product listed. Certain categories are restricted to listings that include the corresponding product or AI object (listed below). Listings that select a restricted category without the required object will not be approved.
- Cortex AI Ready may only be selected if the listing includes at least one attached AI object, such as a Cortex Agent, Semantic View, or CKE.
- Integrated SaaS may only be selected for Connected Application listings.
- Cortex Knowledge Extensions requires an attached CKE.
- Geographic coverage. The Product "Geographic Coverage" selections must reflect the specific countries and regions that your Product addresses or represents.
- Business needs. The Product descriptions set out for each "Business Need" must be unique.
- Documentation. The "Documentation" link must provide additional information about the Product (e.g., sources and methodology utilized for compiling).
- Links. Links provided for the Provider's "Documentation," "Terms of Service," and "Privacy Notice" must include or otherwise point to the applicable Product documentation, Listing Terms, and privacy notice, respectively. Links may only be included in the "Product Description" field if they help Consumers understand the Product.
- Translations. For Providers that wish to target Consumers in their local language, translated descriptions may be included in the Listing Description underneath the English version.
- SQL examples. Any SQL queries provided in any Provider Materials must work for all Consumers and produce the results advertised in any examples included in the Provider Materials.

Content quality standards

All Provider Materials — including Listing Information, README files, and in-app documentation — must be coherent, properly formatted, and free of artifacts that impair readability or professionalism. Providers may use AI tools to assist in drafting content, but all submitted materials should be reviewed, edited, and validated by the Provider to ensure accuracy, readability, and alignment with the actual data product. Snowflake reserves the right to reject or require revision of any listing or application where content quality impairs a Consumer's ability to evaluate or use the Product.

Listing videos and images

If a Provider chooses to include any Video or Image Content in the Listing Information, additional requirements include:

- Enhance understanding. The Content must enhance Consumers' understanding of the Product and the Provider.

- Rights to content. The Provider must have the necessary rights for all the Content, including any music, graphics, artwork, and logos.
- Accessible. The Content must be immediately accessible for all Consumers (i.e. videos shouldn't have embedding restrictions, videos should be set to the "public" or "unlisted" privacy setting, and images should be in accessible formats, such as jpg, png, webp).
- Concise. Video Content must be short (i.e., no longer than ten minutes). Images should highlight the essence of the Provider's Product (e.g., UI screenshots or data valuations).

Product promotion practices

Providers may not engage in practices to manipulate their position in the Marketplace discovery experience. For example, Providers may not create multiple undistinguished listings, applications that provide the same or substantially similar functionality without meaningful differentiation in content or value, manipulate keyword searching, or create multiple listings for the same Product.

Links

Links must be relevant, functional, and available to all Consumers. The URLs for links may not be shortened. Providers may not make material changes to the content of their links after publicly available Listing Information has been approved. Changing the requirements to access linked web pages that did not exist at the time of approval (e.g., by adding a login requirement) is an example of a material change not allowed under these Policies.

Personal data

Within the Listing Information, Providers may not include any actual or synthetic Personal Data, but Providers must describe any types of Personal Data included in their Products. If a Provider includes Personal Data in their Products, they must be legally authorized to share such Personal Data (including, if applicable, by registering the database with relevant authorities), have any required consents, and otherwise comply with the applicable terms of the Snowflake Provider and Consumer Terms. In addition, Products offered to Consumers publicly via the Marketplace may not disclose or reveal any Sensitive Personal Data.

Product misrepresentation

Providers must accurately describe the Products they are offering. This includes, for Products that are datasets offered publicly via the Marketplace, accurate descriptions of the update frequency, the geographical scope, region availability, and the completeness of the fields in the tables/views.

Inciting harmful or malicious use of products

Providers' Listing Information may not include or advertise illegal content or suggest or encourage illegal, threatening, or violent uses.

Off-platform promotion

Providers may not include in their Listing Information or Products any advertisements, promotions, or opportunities to access or use products or services outside of the Service or Marketplace.

Total listings

Providers may not publish more than 100 individual listings on the Marketplace.

Product policies

We expect Providers to deliver the Products they advertise in their Listing Information and to provide Consumers notice when they make changes.

Product Requirements

- Responsibility. Providers are solely responsible for their Products and Listing Information, including any open-source materials. Providers must have all the necessary rights to share or sell their Products. If Providers include Personal Data within their Products, they must be legally authorized to share such Personal Data (including, if applicable, by registering the database with relevant authorities and obtaining any required consents).
- Data aggregation. If Providers share anonymized or aggregated data, they are responsible for structuring the data in such a way that it remains anonymous, even when combined with additional information.
- Delivery. Delivery of the Product must occur via a Share, Native App or Connected App.
- Scope. Products should be logically grouped and published as one listing; Providers cannot have multiple listings for the same Product.
- Trial data. Trial data should be a meaningful representation of the Product. For data shares, trial data should include sufficient rows, columns, or sample content to demonstrate core value. For Native Apps,

trials may be feature- or duration-limited but must allow Consumers to adequately evaluate the app's primary functionality.

- On-platform. Products must drive material on-platform consumption sourced from the Consumer's own Snowflake account. For Connected Apps, the application logic may run in Provider-managed infrastructure, but the Consumer must own and control the Snowflake account the application connects to, and all consumption must be attributable to that account using a Provider-registered CSID.
- Managed applications not eligible. Managed applications, where a Provider maintains the application and stores Consumer data within the Provider's own Snowflake account rather than the Consumer's, are not eligible for listing. Marketplace is limited to products that drive attributable, recurring consumption within the Consumer's own Snowflake account. The Consumer must own and control the Snowflake account through which the Product is accessed and consumed.
- Services not eligible. Professional services, consulting, implementation, optimization, and similar services are not eligible for listing. Marketplace is limited to products that drive attributable, recurring consumption within the Consumer's Snowflake account.
- Operational readiness: Products that are installed or accessed must be fully functional and deliver the core advertised utility immediately upon the Consumer receiving access to the listing.

Native Application requirements

- Publishing requirements. We require that applications meet the [Enforced standards](#).
- Security requirements. Providers must comply with our Native Apps Framework security requirements.

AI product requirements

The following requirements apply to AI objects attached to Snowflake Marketplace listings.

Providers attaching AI objects, including Semantic Views, Cortex Knowledge Extensions (CKEs), and Cortex Agents, to a Snowflake Marketplace listing must ensure each object is complete, functional as advertised, and is usable by Consumers upon access. AI Product functionality will be evaluated as part of Snowflake's listing review process, including reviews triggered by metadata updates that affect AI object descriptions or stated capabilities. Providers must also ensure that the listing category selected reflects the AI objects attached to and shared with the listing, as described in the [Listing practices](#) section.

- **Completeness of shared objects.** AI objects must include all required underlying components in the shared database. Providers must:
 - Ensure that all referenced tables, views, functions, Semantic Views, Cortex Search Services, Agents, and other dependencies are included in the share.
 - Ensure all required permissions are correctly granted.
 - Ensure that no component of an Agent relies on a stored procedure or Skill, as these object types are not shareable and will not function for Consumers.
- **End-to-end functionality.** AI objects must be fully operational at the time of listing approval and must remain functional for the duration of the listing's availability. Providers must ensure that:
 - Queries, searches, and interactions execute successfully without errors.
 - Outputs are generated and return usable results.
 - Core use cases can be successfully completed using representative inputs or prompts.
 - AI objects remain operational after approval. Providers are responsible for maintaining underlying components, including Cortex Search Service indices and referenced data, in a functional state. Degraded or broken AI objects that were previously approved must be remediated within 3 business days of being notified.
- **Output quality and relevance.** AI objects must produce outputs that are:
 - Relevant to the input query or prompt and scoped to the data and use case described in the listing.
 - Non-empty and not blocked by overly restrictive content protection settings that render the object effectively unusable.
 - Substantially aligned with the use cases described in the Listing Information, including the representative example prompts.
- **AI product disclosure.** Providers must include representative example prompts for each AI object as described in the Listing practices section. These prompts should reflect the primary use cases described in the Listing Information. If an AI Product uses any type of LLM, the Provider must disclose:
 - The specific model and version utilized.
 - A plain-language summary of the underlying logic.
 - Any safety guardrails applied to the final output.
 - All applicable transparency legal requirements.

Snowflake may use these representative example prompts to evaluate AI object functionality during the listing review process.

Product Access

Generally, Providers may delist their Products at any time so that new Consumers do not discover them. To delete a listing, Providers must allow Consumers who are accessing or using the applicable Product to continue to access and use the Product for the time periods specified in Snowflake's "listing retirement" requirements in the Documentation.

Product continuity

Providers may incorporate improvements to their Products, but they may not otherwise materially change their Products, including by removing core fields or significantly reducing the update frequency.

Monetization

Monetization eligibility

Monetized listings on Snowflake Marketplace are available to qualified partners who demonstrate clear go-to-market readiness.

- Before submitting a paid listing, partners must engage with their Snowflake Partner Manager to review and validate their monetization strategy.
- On-Demand customers who do not have a Snowflake Partner Manager may request approval by submitting this case form to Snowflake for review. The review may include a vetting call to evaluate the provider's go-to-market readiness for offering paid listings on Snowflake Marketplace. Approval for monetization is determined by Snowflake based on the outcome of this review.

Refer to the documentation pages below for additional details and requirements to pay for listings as a consumer and offer paid listings as a provider:

- [Pay for Snowflake Marketplace listings](#)
- [Who can provide paid listings](#)

Product delivery requirements

Providers must ensure that the final Product delivered to and used by Consumers materially matches the Product advertised in the listing, including the data product type.

Providers are thereby strictly prohibited from engaging in practices including, but not limited to:

- Fulfilling a paid transaction by delivering a materially different Product than the one described in the listing.
- Using an approved or private listing as a mechanism to transact for unrelated or substitute products.
- Bundling additional products, services, or support besides what's advertised in the listing.

If the actual Product delivered fails to match the Product described in the listing, or if delivery occurs off-platform in a manner inconsistent with these requirements, Snowflake may take remediation actions, including requiring corrective updates, unpublishing the listing, restricting monetization privileges, or other enforcement actions.

Marketplace capacity drawdown restrictions

Providers may not offer any Product that gives Consumers the ability to convert a Consumer's Snowflake capacity commitment into cash, cash equivalents, or other forms of monetary value for the Consumer. This policy applies to transactions related to the Snowflake Marketplace Capacity Drawdown Program or any other similar program.

For more details on MCD, refer to [About committed capacity and Snowflake Marketplace Capacity Drawdown](#).

Exhibit B

Snowflake Customer Data Processing Addendum

This Data Processing Addendum (“**DPA**”) forms part of, and is subject to, the Master SaaS Agreement or other written or electronic terms of service or subscription agreement between the member of the Snowflake Group that is a party to such agreement (“**Snowflake**”) and the legal entity defined as ‘Customer’ thereunder together with all Customer Affiliates who are signatories to an Order Form for their own Service Account pursuant to such agreement (collectively, for purposes of this DPA, “**Customer**”, and together with Snowflake, the “**Parties**”) (such agreement, the “**Agreement**”). All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

1. Definitions.

“**Account**” means Customer’s account in the Service in which Customer stores and processes Customer Data.

“**Affiliate**” has the meaning set forth in the Agreement.

“**Authorized Affiliate**” means a Customer Affiliate who has not signed an Order Form pursuant to the Agreement, but is either a Data Controller or Data Processor for the Customer Personal Data processed by Snowflake pursuant to the Agreement, for so long as such entity remains a Customer Affiliate.

“**California Consumer Privacy Act**” or “**CCPA**” means the California Consumer Privacy Act of 2018, as may be amended from time to time.

“**Customer Data**” has the meaning set forth in the Agreement.

“**Customer Personal Data**” means any Customer Data that is Personal Data.

“**Data Controller**” means an entity that determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” means an entity that Processes Personal Data on behalf of a Data Controller.

“**Data Protection Laws**” means all data protection and privacy laws of the United States applicable to the respective party in its role in the Processing of Personal Data under the Agreement, including, where applicable, the CCPA.

“**Data Subject**” means the identified or identifiable natural person to whom Customer Personal Data relates.

“**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, and “**Process**”, “**Processes**” and “**Processed**” will be interpreted accordingly.

“**Purposes**” means (i) Snowflake’s provision of the Snowflake Offerings as described in the Agreement, including Processing initiated by Users in their use of the Snowflake Offerings; and (ii) further documented, reasonable instructions from Customer agreed upon by the Parties.

“**Security Incident**” means a breach of Snowflake’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data.

“**Service**” has the meaning set forth in the Agreement.

“**Snowflake Group**” means Snowflake Inc. and its Affiliates.

“**Snowflake Offering(s)**” has the meaning set forth in the Agreement.¹

“**Sub-processor**” means any other Data Processors engaged by a member of the Snowflake Group to Process Customer Personal Data.

2. **Scope and Applicability of this DPA.** This DPA applies where and only to the extent that Snowflake Processes Customer Personal Data on behalf of Customer as Data Processor in the course of providing the Snowflake Offerings. Customer shall not submit any Customer Personal Data to Snowflake that would require Snowflake to enter into additional terms, such as the European standard contractual clauses, without Snowflake’s express written consent in the form of an amendment to this DPA.
3. **Roles and Scope of Processing.**
 - 3.1 **Role of the Parties.** As between Snowflake and Customer, Snowflake shall Process Customer Personal Data only as a Data Processor (or sub-processor) acting on behalf of Customer and, with respect to CCPA, as a “service provider” as defined therein, in each case regardless of whether Customer acts as a Data Controller or as a Data Processor on behalf of a third-party Data Controller (such third-party, the “**Third-Party Controller**”) with respect to Customer Personal Data. To the extent any Usage Data (as defined in the Agreement) is considered Personal Data under applicable Data Protection Laws, Snowflake is the Data Controller of such data and shall Process such data in accordance with the Agreement and applicable Data Protection Laws.
 - 3.2 **Customer Instructions.** Snowflake will Process Customer Personal Data only for the Purposes. Customer shall ensure its Processing instructions are lawful and that the Processing of Customer Personal Data in accordance with such instructions will not violate applicable Data Protection Laws. The Parties agree that the Agreement (including this DPA) sets out the exclusive and final instructions to Snowflake for all Processing of Customer Personal Data, and (if applicable) include and are consistent with all instructions from Third-Party Controllers. Any additional requested instructions require the prior written agreement of Snowflake. Where applicable, Customer shall be responsible for any communications, notifications, assistance and/or authorizations that may be required in connection with a Third-Party Controller.
 - 3.3 **Customer Affiliates.** Snowflake’s obligations set forth in this DPA also extend to Authorized Affiliates, subject to the following conditions:
 - (a) Customer must exclusively communicate any additional Processing instructions requested pursuant to 3.2 directly to Snowflake, including instructions from its Authorized Affiliates;
 - (b) Customer shall be responsible for Authorized Affiliates’ compliance with this DPA and all acts and/or omissions by an Authorized Affiliate with respect to Customer’s obligations in this DPA shall be considered the acts and/or omissions of Customer; and
 - (c) Authorized Affiliates shall not bring a claim directly against Snowflake. If an Authorized Affiliate seeks to assert a legal demand, action, suit, claim, proceeding or other forms of complaints or proceedings against Snowflake (“**Authorized Affiliate Claim**”): (i) Customer must bring such Authorized Affiliate Claim directly against Snowflake on behalf of such Authorized Affiliate, unless Data Protection Laws require the Authorized Affiliate be a party to such claim; and (ii) all Authorized Affiliate Claims shall be considered claims made by Customer and shall be subject to any liability restrictions set forth in the Agreement, including, but not limited to, any aggregate limitation of liability.
 - 3.4 **Processing of Personal Data.** Each Party will comply with its respective obligations under Data Protection Laws. Customer agrees (i) it will use the Service in a manner designed to ensure a level of security appropriate to the particular content of the Customer Personal Data, such as pseudonymizing and backing-

¹ If Snowflake Offering(s) is not defined in the Agreement, “Snowflake Offering(s)” means the Service, Technical Services (including any Deliverables), and any support and other ancillary services (including, without limitation, services to prevent or address service or technical problems) provided by Snowflake.

up Customer Personal Data; and (ii) it has obtained all consents, permissions and/or rights necessary under Data Protection Laws for Snowflake to lawfully Process Customer Personal Data for the Purposes, including, without limitation, Customer's sharing and/or receiving of Customer Personal Data with third-parties via the Service.

3.5 Details of Customer Personal Data Processing.

- (a) Subject matter: The subject matter of the Processing under this DPA is the Customer Personal Data.
- (b) Frequency and duration: Notwithstanding expiration or termination of the Agreement, Snowflake will Process the Customer Personal Data continuously and until deletion of all Customer Personal Data as described in this DPA.
- (c) Purpose: Snowflake will Process the Customer Personal Data only for the Purposes.
- (d) Nature of the Processing: Snowflake will perform Processing as needed for the Purposes, and to comply with Customer's Processing instructions as provided in accordance with the Agreement and this DPA.
- (e) Retention Period: The period for which Customer Personal Data will be retained and the criteria used to determine that period is determined by Customer during the term of the Agreement via Customer's use and configuration of the Service. Upon termination or expiration of the Agreement, Customer may retrieve or delete Customer Personal Data as described in the Agreement. Any Customer Personal Data not deleted by Customer shall be deleted by Snowflake promptly upon the later of (i) expiration or termination of the Agreement and (ii) expiration of any post-termination "retrieval period" described in the Agreement.
- (f) Categories of Data Subjects: The categories of Data Subjects to which Customer Personal Data relate are determined and controlled by Customer in its sole discretion, and may include, but are not limited to:
 - (i) Prospects, customers, business partners and vendors of Customer (who are natural persons);
 - (ii) Employees or contact persons of Customer's prospects, customers, business partners and vendors; and/or
 - (iii) Employees, agents, advisors, and freelancers of Customer (who are natural persons).
- (g) Categories of Personal Data: The types of Customer Personal Data are determined and controlled by Customer in its sole discretion, and may include, but are not limited to:
 - (i) Identification and contact data (name, address, title, contact details);
 - (ii) Financial information (credit card details, account details, payment information);
 - (iii) Employment details (employer, job title, geographic location, area of responsibility); and/or
 - (iv) IT information (IP addresses, cookies data, location data).
- (h) Special Categories of Personal Data (if applicable): Subject to any applicable restrictions and/or conditions in the Agreement or Documentation, Customer may also include 'special categories of personal data' or similarly sensitive Personal Data (as described or defined in Data Protection Laws) in Customer Personal Data, the extent of which is determined and controlled by Customer in its discretion, and which may include, but is not limited to Customer Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data Processed for the purposes of uniquely identifying a

natural person, data concerning health and/or data concerning a natural person's sex life or sexual orientation.

4. Sub-processing.

- 4.1 **Authorized Sub-processors.** Customer provides Snowflake with a general authorization to engage Sub-processors, subject to Section 4.3 (Changes to Sub-processors), as well as Snowflake's current Sub-processors listed at <https://www.snowflake.com/legal/snowflake-sub-processors/> ("**Sub-processor Site**") as of the Effective Date and members of the Snowflake Group.
- 4.2 **Sub-processor Obligations.** Snowflake shall: (i) enter into a written agreement with each Sub-processor imposing data protection obligations no less protective of Customer Personal Data as Snowflake's obligations under this DPA to the extent applicable to the services provided by the Sub-processor; and (ii) remain liable for each Sub-processor's compliance with the obligations under this DPA. Upon written request, and subject to any confidentiality restrictions, Snowflake shall provide Customer all relevant information it reasonably can in connection with its applicable Sub-processor agreements where required to satisfy Customer's obligations under Data Protection Laws.
- 4.3 **Changes to Sub-processors.** Snowflake shall make available on its Sub-processor Site a mechanism to subscribe to notifications of new Sub-processors. Snowflake shall provide such notification both to (i) email addresses that have subscribed for notifications on the Sub-processor Site, and (ii) email addresses designated by Customer as 'privacy notices' recipients within Service, at least twenty-eight (28) days in advance of allowing the new Sub-processor to Process Customer Personal Data (the "**Objection Period**"). During the Objection Period, objections (if any) to Snowflake's appointment of the new Sub-processor must be provided to Snowflake in writing and based on reasonable grounds. In such event, the Parties will discuss those objections in good faith with a view to achieving resolution. If it can be reasonably demonstrated to Snowflake that the new Sub-processor is unable to Process Customer Personal Data in compliance with the terms of this DPA and Snowflake cannot provide an alternative Sub-processor, or the Parties are not otherwise able to achieve resolution as provided in the preceding sentence, Customer, as its sole and exclusive remedy, may terminate the Order Form(s) with respect to only those aspects which cannot be provided by Snowflake without the use of the new Sub-processor by providing advance written notice to Snowflake of such termination. Snowflake will refund Customer any prepaid unused fees of such Order Form(s) following the effective date of such termination.

5. Security.

- 5.1 **Security Measures.** Snowflake shall implement and maintain appropriate technical and organizational security measures designed to protect Customer Personal Data from Security Incidents and to preserve the security and confidentiality of the Customer Personal Data as described in Snowflake's Security Addendum attached to the Agreement as Exhibit C ("**Security Addendum**").
- 5.2 **Confidentiality of Processing.** Snowflake shall ensure that any person who is authorized by Snowflake to Process Customer Personal Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).
- 5.3 **No Assessment of Customer Personal Data by Snowflake.** Snowflake shall have no obligation to assess the contents or accuracy of Customer Personal Data, including to identify information subject to any specific legal, regulatory, or other requirement. Customer is responsible for making an independent determination as to whether its use of the Service will meet Customer's requirements and legal obligations under Data Protection Laws.

6. Customer Audit Rights.

- 6.1 **Security Reports.** Upon written request and at no additional cost to Customer, Snowflake shall provide Customer, and/or its appropriately qualified third-party representative (collectively, the "**Auditor**"), access to reasonably requested documentation evidencing Snowflake's compliance with its obligations under this DPA in the form of the relevant audits or certifications listed in the Security Addendum, such as (i) Snowflake's ISO 27001, 27017, & 27018, HITRUST CSF, and PCI-DSS third-party certifications, (ii) Snowflake's SOC 2 Type II audit reports, SOC 1 Type II audit reports, and (iii) Snowflake's most recently completed industry standard security questionnaire, such as a SIG or CAIQ (collectively, "**Reports**").

- 6.2 **Audits.** Customer may also send a written request for an audit of Snowflake's applicable controls, including inspection of its facilities. Following receipt by Snowflake of such request, Snowflake and Customer shall mutually agree in advance on the details of the audit, including the reasonable start date, scope and duration of, and security and confidentiality controls applicable to, any such audit. Snowflake may charge a fee (rates shall be reasonable, taking into account the resources expended by Snowflake) for any such audit. The Reports, audit, and any information arising therefrom shall be considered Snowflake's Confidential Information and may only be shared with a third-party (including a Third-Party Controller) with Snowflake's prior written agreement.
- 6.3 **Third-Party Audits.** Where the Auditor is a third-party, the Auditor may be required to execute a separate confidentiality agreement with Snowflake prior to any review of Reports or an audit of Snowflake, and Snowflake may object in writing to such Auditor, if in Snowflake's reasonable opinion, the Auditor is not suitably qualified or is a direct competitor of Snowflake. Any such objection by Snowflake will require Customer to either appoint another Auditor or conduct the audit itself. Any expenses incurred by an Auditor in connection with any review of Reports or an audit shall be borne exclusively by the Customer. For clarity, the exercise of audit rights under a Transfer Mechanism shall be as described in this Section 6 (Customer Audit Rights) and Customer agrees those rights are carried out on behalf of Customer and all relevant Third-Party Controllers, subject to the confidentiality and non-use restrictions of the Agreement.
7. **Data Transfers.**
- 7.1 **Hosting and Processing Locations.** Snowflake will only host Customer Personal Data in the region(s) offered by Snowflake and selected by Customer on an Order Form or as Customer otherwise configures via the Service, including as described in the Documentation (the "**Hosting Region**"). Customer is solely responsible for the regions from which its Users access the Customer Personal Data, for any transfer or sharing of Customer Personal Data by Customer or its Users and for any subsequent designation of other Hosting Regions (either for the same Account, a different Account, or a separate Service). Once Customer has selected a Hosting Region, Snowflake will not Process Customer Personal Data from outside the Hosting Region except as reasonably necessary to provide the Snowflake Offerings procured by Customer, or as necessary to comply with the law or binding order of a governmental body.
- 7.2 **Transfer Mechanisms.**
- 7.2.1 **Transfer Mechanisms and/or Contract Clauses Prescribed by Data Protection Laws.** If Data Protection Laws have prescribed specific mechanisms for the transfer of Customer Personal Data to Snowflake and/or contract clauses for Processing of Customer Personal Data by Snowflake (collectively, a "**Transfer Mechanism**"), Snowflake shall make such specific Transfer Mechanism available (to the extent generally supported by Snowflake) at www.snowflake.com/legal/transfermechanisms (the "**Transfer Mechanism Site**"). A Transfer Mechanism shall not apply and shall not be incorporated into this DPA if it is not applicable to (i) transfers from Customer to Snowflake (including where no such transfer occurs), or (ii) Processing by Snowflake of Customer Personal Data. If a listed Transfer Mechanism is, or becomes applicable under Data Protection Laws, it shall be deemed to be signed by the Parties and is incorporated into this DPA. Subject to Section 7.2.2 (Customer Objection Rights) below, Snowflake may only remove an applicable Transfer Mechanism if the Transfer Mechanism has ceased being valid under the Data Protection Law or Snowflake is offering an alternative, then-currently valid Transfer Mechanism.
- 7.2.2 **Customer Objection Rights.** Snowflake shall notify Customer in writing at least ninety (90) days in advance of changes to its Transfer Mechanisms via email to the address registered by Customer in its Service Account for 'privacy notices', on condition that Customer registers such email. During the aforementioned time period, Customer may object to applicable changes by notifying Snowflake at privacy@snowflake.com. If Customer objects on reasonable grounds, then the relevant Transfer Mechanism shall not become applicable to Customer and the Parties will work in good faith to achieve resolution to the objection. If Snowflake cannot continue to maintain the previously applicable Transfer Mechanism, or the Parties are not able to otherwise achieve resolution, Customer, as its sole and exclusive remedy, may either (i) remove the relevant Customer Personal Data from the Service and/or (ii) terminate the Order Form(s) with respect only to those aspects directly affected by the changes, by providing advance written notice to Snowflake of such termination. Snowflake will refund Customer any prepaid unused fees of such terminated Order Form(s) following the effective date of such termination.

8. Security Incident Response.

- 8.1 **Security Incident Reporting.** If Snowflake becomes aware of a Security Incident, Snowflake shall notify Customer without undue delay, and in any case, where feasible, notify Customer within seventy-two (72) hours after becoming aware. Snowflake's notification shall be sent to the email registered by Customer within the Service for such purposes, and where no such email is registered, Customer acknowledges that the means of notification shall be at Snowflake's reasonable discretion (which may include using the Customer-designated email address associated with the OrgAdmin or AccountAdmin roles of the affected Account(s)) and Snowflake's ability to timely notify shall be negatively impacted. Snowflake shall promptly take reasonable steps to contain, investigate, and mitigate any Security Incident.
- 8.2 **Security Incident Communications.** Snowflake shall provide Customer timely information about the Security Incident, including, but not limited to, the nature and consequences of the Security Incident, the measures taken and/or proposed by Snowflake to mitigate or contain the Security Incident, the status of Snowflake's investigation, a contact point from which additional information may be obtained, and the categories and approximate number of data records concerned. Notwithstanding the foregoing, Customer acknowledges that because Snowflake personnel may not have visibility to the content of Customer Personal Data, it is unlikely Snowflake can provide information as to the particular nature of the Customer Personal Data, or where applicable, the identities, number or categories of affected Data Subjects. Communications by or on behalf of Snowflake with Customer in connection with a Security Incident shall not be construed as an acknowledgment by Snowflake of any fault or liability with respect to the Security Incident.

9. Cooperation.

- 9.1 **Data Subject Requests.** Snowflake shall promptly notify Customer if Snowflake receives a request from a Data Subject that identifies Customer Personal Data or otherwise identifies Customer, including where the Data Subject seeks to exercise any of its rights under applicable Data Protection Laws (collectively, "**Data Subject Request**"). The Service provides Customer with a number of controls that Customer may use to assist it in responding to Data Subject Requests and, subject to the next sentence, Customer will be responsible for responding to any such Data Subject Requests. To the extent Customer is unable to access the relevant Customer Personal Data within the Service using such controls or otherwise, Snowflake shall (upon Customer's written request and taking into account the nature of Snowflake's Processing) provide commercially reasonable cooperation to assist Customer in responding to Data Subject Requests.
- 9.2 **Data Protection Impact Assessments.** Snowflake shall provide reasonably requested information regarding the Service to enable Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by Data Protection Laws, so long as Customer does not otherwise have access to the relevant information.
- 9.3 **Government & Law Enforcement Inquiries.** If Snowflake receives a demand to retain, disclose, or otherwise Process Customer Personal Data from law enforcement or any other government and/or public authority ("**Governmental Inquiry**"), then Snowflake shall attempt to redirect the Governmental Inquiry to Customer. Customer agrees that Snowflake can provide information to such third-party to the extent reasonably necessary to redirect the Governmental Inquiry to Customer. If Snowflake cannot redirect the Governmental Inquiry to Customer, then Snowflake shall, to the extent legally permitted to do so, provide Customer reasonable notice of the Governmental Inquiry as promptly as feasible under the circumstances to allow Customer to seek a protective order or other appropriate remedy. This section does not diminish Snowflake's obligations under any applicable Transfer Mechanisms with respect to access by public authorities.

10. Relationship with the Agreement.

- 10.1 **Prior Agreements.** The Parties agree that this DPA shall replace and supersede any existing data processing addendum, attachment, exhibit or standard contractual clauses that Snowflake and Customer may have previously entered into in connection with the Service.
- 10.2 **Conflicts.** Except as provided by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict in connection with the Processing of Customer Personal Data. Notwithstanding the foregoing, and solely to the extent applicable to any Customer Personal Data comprised of patient, medical or other protected health

information regulated by HIPAA, if there is any conflict between this DPA and a business associate agreement between Customer and Snowflake, then the business associate agreement shall prevail solely with respect to such Customer Personal Data.

- 10.3 **Liability.** Notwithstanding anything to the contrary in the Agreement or this DPA, each Party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or relating to this DPA, the Transfer Mechanisms, and any other data protection agreements in connection with the Agreement (if any), shall be subject to any aggregate limitations on liability set out in the Agreement. Without limiting the Parties' obligations under the Agreement, each Party agrees that any regulatory penalties incurred by one Party (the "**Incurring Party**") in relation to the Customer Personal Data that arise as a result of, or in connection with, the other Party's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce the Incurring Party's liability under the Agreement as if it were liability to the other Party under the Agreement.
- 10.4 **No Third-Party Beneficiaries.** In no event shall this DPA benefit or create any right or cause of action on behalf of a third party (including a Third-Party Controller), but without prejudice to the rights or remedies available to Data Subjects under Data Protection Laws or this DPA (including the Transfer Mechanisms).

Last Updated January 11, 2026

Exhibit C Snowflake Security Addendum

Last Updated: January 11, 2026

This Security Addendum¹ is incorporated into and made a part of the written agreement between Snowflake and Customer that references this document (the “**Agreement**”) and any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and this Security Addendum, this Security Addendum shall govern.

Snowflake utilizes infrastructure-as-a-service cloud providers as further described in the Agreement and/or Documentation (each, a “**Cloud Provider**”) and provides the Service to Customer using a VPC/VNET and storage hosted by the applicable Cloud Provider (the “**Cloud Environment**”).

Snowflake maintains a comprehensive documented security program based on NIST 800-53 (or industry recognized successor framework), under which Snowflake implements and maintains physical, administrative, and technical safeguards designed to protect the confidentiality, integrity, availability, and security of the Service and Customer Data (the “**Security Program**”), including, but not limited to, as set forth below. Snowflake regularly tests and evaluates its Security Program, and may review and update its Security Program as well as this Security Addendum, provided, however, that such updates shall be designed to enhance and not materially diminish the Security Program.

1. Snowflake's Audits & Certifications

- 1.1. The information security management system used to provide the Service shall be assessed by independent third-party auditors as described in the following audits and certifications (“**Third-Party Audits**”), on at least an annual basis:
 - ISO 27001, 27017, 27018, and 9001
 - SOC 2 Type II
 - SOC 1 Type II
 - For Snowflake's Business Critical Edition and Virtual Private Snowflake Edition only:
 - PCI-DSS Service Provider Level 1 Certification
 - FedRAMP Moderate and FedRAMP High authorizations in certain U.S. Regions (as described in the Documentation).
 - U.S. state government authorizations (e.g., GovRAMP or TX-RAMP) ("State Authorizing Programs") in certain U.S. Regions (as described in the Documentation)
 - HITRUST CSF Certification
 - IRAP at the Protected Level in certain Australian Regions (as described in the Documentation)
- 1.2. Third-Party Audits are made available to Customer as described in Section 9.2.1.
- 1.3. To the extent Snowflake decides to discontinue a Third-Party Audit, Snowflake will adopt or maintain an equivalent, industry-recognized framework.
- 1.4. Information related to Snowflake-identified controls for which Customer is responsible in connection with FedRAMP, State Authorizing Programs, IRAP, PCI-DSS, and HITRUST is available upon written request by Customer. Customer is responsible for performing an independent assessment of its responsibilities under any of the foregoing.

2. Hosting Location of Customer Data

- 2.1. Hosting Location. The hosting location of Customer Data is the production Cloud Environment in the Region offered by Snowflake and selected by Customer on an Order Form or as Customer otherwise configures via the services, including as described in the Documentation.

3. Encryption

- 3.1. Encryption of Customer Data. Snowflake encrypts Customer Data at-rest using AES 256-bit (or better) encryption. Snowflake uses Transport Layer Security (TLS) 1.2 (or better) for Customer Data in-transit to/from the Service over untrusted networks.
- 3.2. Encryption Key Management. Snowflake's encryption key management conforms to NIST 800-53 and involves regular rotation of encryption keys. Hardware security modules are used to safeguard top-level encryption keys. Snowflake logically separates encryption keys from Customer Data.

4. System & Network Security

- 4.1. Access Controls.

- 4.1.1. All Snowflake personnel access to the Cloud Environment is via a unique user ID, consistent with the principle of least privilege, leveraging single-sign on (SSO) and role-based access controls (consistent with the principle of least privilege) or a VPN connection, as well as multi-factor authentication and passwords meeting or exceeding PCI-DSS length and complexity requirements.
 - 4.1.2. Snowflake personnel will not access Customer Data except (i) as reasonably necessary to provide Snowflake Offeringsⁱⁱ under the Agreement or (ii) to comply with the law or a binding order of a governmental body.
- 4.2. Endpoint Controls. For access to the Cloud Environment, Snowflake personnel use Snowflake-issued laptops which utilize security controls that include, but are not limited to, (i) disk encryption, (ii) endpoint detection and response (EDR) tools to monitor and alert for suspicious activities and Malicious Code (as defined below), and (iii) vulnerability management in accordance with Section 4.7.3 (Vulnerability Management).
- 4.3. Separation of Environments. Snowflake logically separates production environments from development environments. The Cloud Environment is both logically and physically separate from Snowflake's corporate offices and networks.
- 4.4. Firewalls / Security Groups. Snowflake shall protect the Cloud Environment using industry standard firewall or security groups technology with deny-all default policies to prevent egress and ingress network traffic protocols other than those that are business-required.
- 4.5. Hardening. The Cloud Environment shall be hardened using industry-standard practices to protect it from vulnerabilities, including by changing default passwords, removing unnecessary software, disabling or removing unnecessary services, and regular patching as described in this Security Addendum.
- 4.6. Monitoring & Logging.
 - 4.6.1. Infrastructure Logs. Monitoring tools or services, such as host-based intrusion detection tools, are utilized to log certain activities and changes within the Cloud Environment. These logs are further monitored, analyzed for anomalies, and are securely stored to prevent tampering for at least one year.
 - 4.6.2. User Logs. As further described in the Documentation, Snowflake also captures logs of certain activities and changes within the Account and makes those logs available to Customer for Customer's preservation and analysis.
- 4.7. Vulnerability Detection & Management.
 - 4.7.1. Threat Detection & Vulnerability Detection. The Cloud Environment leverages advanced threat detection tools with daily signature updates, which are used to monitor and alert for suspicious activities, potential malware, viruses and/or malicious computer code (collectively, "**Malicious Code**"). Snowflake is not responsible for monitoring Customer Data for Malicious Code or anomalous activity.
 - 4.7.2. Penetration Testing & Vulnerability Detection. Snowflake regularly conducts penetration tests and engages one or more independent third parties to conduct penetration tests of the Service at least annually. Snowflake also runs weekly vulnerability scans for the Cloud Environment using updated vulnerability databases.
 - 4.7.3. Vulnerability Management. Vulnerabilities meeting defined risk criteria trigger alerts and are prioritized for remediation based on their potential impact to the Service. Upon becoming aware of such vulnerabilities, Snowflake will use commercially reasonable efforts to address private and public (e.g., U.S. Cybersecurity and Infrastructure Security Agency (CISA) Known Exploited Vulnerabilities (KEV) Catalog) critical and high vulnerabilities within 30 days, and medium vulnerabilities within 90 days. To assess whether a vulnerability is 'critical', 'high', or 'medium', Snowflake leverages the National Vulnerability Database's (NVD) Common Vulnerability Scoring System (CVSS), or where applicable, the rating in the CISA KEV Catalog.

5. Administrative Controls

- 5.1. Personnel Security. Snowflake requires criminal background screening on its personnel as part of its hiring process, to the extent permitted by applicable law.
- 5.2. Personnel Training. Snowflake maintains a documented security awareness and training program for its personnel, including, but not limited to, onboarding and on-going training.
- 5.3. Personnel Agreements. Snowflake personnel are required to sign confidentiality agreements. Snowflake personnel are also required to sign Snowflake's information security policy, which includes acknowledging responsibility for reporting security incidents involving Customer Data.
- 5.4. Personnel Access Reviews & Separation. Snowflake reviews the access privileges of its personnel to the Cloud Environment at least quarterly, and removes access on a timely basis for all separated personnel.
- 5.5. Snowflake Risk Management & Threat Assessment. Snowflake's risk management process is modeled on NIST 800-53 and ISO 27001. Snowflake's security committee meets regularly to review reports and material changes in the threat environment, and to identify potential control deficiencies in order to make recommendations for new or improved controls and threat mitigation strategies.
- 5.6. External Threat Intelligence Monitoring. Snowflake reviews external threat intelligence, including vulnerability announcements from CISA and other trusted sources of vulnerability reports. CISA announced vulnerabilities

rated as critical or high are prioritized for remediation in accordance with Section 4.7.3 (Vulnerability Management).

5.7. Change Management. Snowflake maintains a documented change management program for the Service.

5.8. Vendor Risk Management. Snowflake maintains a vendor risk management program for vendors that process Customer Data designed to ensure each vendor maintains security measures consistent with Snowflake's obligations in this Security Addendum.

6. **Physical & Environmental Controls**

6.1. Cloud Environment Data Centers. To ensure the Cloud Provider has appropriate physical and environmental controls for its data centers hosting the Cloud Environment, Snowflake regularly reviews those controls as audited under the Cloud Provider's third-party audits and certifications. Each Cloud Provider shall have a SOC 2 Type II annual audit and ISO 27001 certification, or industry recognized equivalent frameworks. Such controls, shall include, but are not limited to, the following:

6.1.1. Physical access to the facilities are controlled at building ingress points;

6.1.2. Visitors are required to present ID and are signed in;

6.1.3. Physical access to servers is managed by access control devices;

6.1.4. Physical access privileges are reviewed regularly;

6.1.5. Facilities utilize monitor and alarm response procedures;

6.1.6. Use of CCTV;

6.1.7. Fire detection and protection systems;

6.1.8. Power back-up and redundancy systems; and

6.1.9. Climate control systems.

6.2. Snowflake Corporate Offices. While Customer Data is not hosted at Snowflake's corporate offices, Snowflake's technical, administrative, and physical controls for its corporate offices covered by its ISO 27001 certification, shall include, but are not limited to, the following:

6.2.1. Physical access to the corporate office is controlled at office ingress points;

6.2.2. Badge access is required for all personnel and badge privileges are reviewed regularly;

6.2.3. Visitors are required to sign in;

6.2.4. Use of CCTV at building ingress points;

6.2.5. Tagging and inventory of Snowflake-issued laptops and network assets;

6.2.6. Fire detection and sprinkler systems; and

6.2.7. Climate control systems.

7. **Incident Detection & Response**

7.1. Security Incident Reporting. If Snowflake becomes aware of a breach of Snowflake's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data (a "**Security Incident**"), Snowflake shall notify Customer without undue delay, and in any case, where feasible, notify Customer within 72 hours after becoming aware.ⁱⁱⁱ To facilitate timely notification, Customer must register and maintain an up-to-date email within the Service for this type of notification. Where no such email is registered, Customer acknowledges that the means of notification shall be at Snowflake's reasonable discretion (which may include using the Customer-designated email address associated with the OrgAdmin or AccountAdmin roles of the affected Account(s)) and Snowflake's ability to timely notify shall be negatively impacted.

7.2. Investigation. In the event of a Security Incident as described above, Snowflake shall promptly take reasonable steps to contain, investigate, and mitigate any Security Incident. Any logs determined by Snowflake to be relevant to a Security Incident, shall be preserved for at least one year.

7.3. Communication and Cooperation. Snowflake shall provide Customer timely information about the Security Incident to the extent known to Snowflake, including, but not limited to, the nature and consequences of the Security Incident, the measures taken and/or proposed by Snowflake to mitigate or contain the Security Incident, the status of Snowflake's investigation, a contact point from which additional information may be obtained, and the categories and approximate number of data records concerned. Notwithstanding the foregoing, Customer acknowledges that because Snowflake personnel may not have visibility to the content of Customer Data, it may be unlikely that Snowflake can provide information as to the particular nature of the Customer Data, or where applicable, the identities, number, or categories of affected data subjects. Communications by or on behalf of Snowflake with Customer in connection with a Security Incident shall not be construed as an acknowledgment by Snowflake of any fault or liability with respect to the Security Incident.

8. **Deletion of Customer Data**

8.1. By Customer. The Service provides Customer controls for the deletion of Customer Data, as further described in the Documentation.

- 8.2. By Snowflake. Subject to applicable provisions of the Agreement, upon the later of (i) expiration or termination of the Agreement and (ii) expiration of any post-termination "retrieval period" set forth in the Agreement, Snowflake shall promptly delete any remaining Customer Data.

9. Customer Rights & Shared Security Responsibilities

- 9.1. Customer Penetration Testing. Customer may provide a written request for a penetration test of its Account ("**Pen Test**") by submitting such request via a support ticket. Following receipt by Snowflake of such request, Snowflake and Customer shall mutually agree in advance on details of such Pen Test, including the start date, scope and duration, as well as reasonable conditions designed to mitigate potential risks to confidentiality, security, or other potential disruption of the Service or Snowflake's business. Pen Tests and any information arising therefrom are deemed Snowflake's Confidential Information. If Customer discovers any actual or potential vulnerability in connection with a Pen Test, Customer must immediately disclose it to Snowflake and shall not disclose it to any third-party.
- 9.2. Customer Audit Rights.
- 9.2.1. Upon written request and at no additional cost to Customer, Snowflake shall provide Customer, and/or its appropriately qualified third-party representative (collectively, the "**Auditor**"), access to reasonably requested documentation evidencing Snowflake's compliance with its obligations under this Security Addendum in the form of, as applicable, (i) Snowflake's ISO 27001, 27017, 27018, and 9001, HITRUST CSF, and PCI-DSS third-party certifications; (ii) Snowflake's SOC 2 Type II audit report and SOC 1 Type II audit report; (iii) Snowflake's most recently completed industry standard security questionnaire, such as a SIG or CAIQ; and (iv) data flow diagrams for the Service (collectively with Third-Party Audits, "**Audit Reports**").
- 9.2.2. Customer may also send a written request for an audit of Snowflake's applicable controls, including inspection of its facilities. Following receipt by Snowflake of such request, Snowflake and Customer shall mutually agree in advance on the details of the audit, including the reasonable start date, scope and duration of and security and confidentiality controls applicable to any such audit. Snowflake may charge a fee (rates shall be reasonable, taking into account the resources expended by Snowflake) for any such audit. Audit Reports, any audit, and any information arising therefrom shall be considered Snowflake's Confidential Information.
- 9.2.3. Where the Auditor is a third-party (or Customer is using a third-party to conduct an approved Pen Test under Section 9.1), such third party may be required to execute a separate confidentiality agreement with Snowflake prior to any audit, Pen Test, or review of Audit Reports, and Snowflake may object in writing to such third party if in Snowflake's reasonable opinion the third party is not suitably qualified or is a direct competitor of Snowflake. Any such objection by Snowflake will require Customer to appoint another third party or conduct such audit, Pen Test, or review itself. Any expenses incurred by an Auditor in connection with any review of Audit Reports, or an audit or Pen Test, shall be borne exclusively by the Auditor.
- 9.3. Sensitive Customer Data. Use of the Service to meet requirements of PCI-DSS, HIPAA, FedRAMP, State Authorizing Programs, the International Traffic in Arms Regulations (ITAR), the Defense Federal Acquisition Regulation Supplement (DFARS), the Department of Defense (DoD) Cloud Service Provider Security Requirements Guide (SRG), the Criminal Justice Information Services (CJIS) Security Policy, Internal Revenue Service Publication 1075 (IRS 1075) or other similar heightened standards ("**Heightened Standards**"), may require additional controls which shall be implemented by Customer. Customer must implement all appropriate Customer-configurable security controls, including IP allowlisting and MFA for all User interactive logins (e.g., individuals authenticating to the Service) to protect Customer Data subject to such Heightened Standards. Additionally, to the extent the Documentation or the Agreement (as amended) sets forth specific requirements related to Heightened Standards (e.g., additional agreements required by Snowflake and/or requirements to use designated Editions and/or Regions of the Service), Customer must satisfy such requirements before providing Snowflake any Customer Data subject to such Heightened Standards.
- 9.4. Shared Security Responsibilities. Without diminishing Snowflake's commitments in this Security Addendum, Customer agrees:
- 9.4.1. Snowflake has no obligation to assess the content, accuracy or legality of Customer Data, including to identify information subject to any specific legal, regulatory or other requirement and Customer is responsible for making appropriate use of the Service to ensure a level of security appropriate to the particular content of Customer Data, including, where appropriate, implementation of encryption functionality, such as the "Tri-secret secure" feature (as described in the Documentation), pseudonymization of Customer Data, and configuration of the Service to back-up Customer Data;
- 9.4.2. Customer is responsible for managing and protecting its User roles and credentials, including but not limited to (i) ensuring that all Users keep credentials confidential and not share such information with unauthorized parties, (ii) promptly reporting to Snowflake any suspicious activities related to Customer's Account (e.g., a user credential has been compromised) by submitting a support ticket and designating

- it as a Severity Level 1 in accordance with the Support Policy, (iii) appropriately configuring User and role-based access controls, including scope and duration of User access, taking into account the nature of its Customer Data, (iv) implementing all customer configurable User access controls for all User interactive logins (e.g. individuals authenticating to the Service) including IP allowlisting and MFA, (v) maintaining appropriate password uniqueness, length, complexity, and expiration, and (vi) monitoring for potentially anomalous user activity, including using the capabilities within the Service to do so;
- 9.4.3. To appropriately manage and protect any Customer-managed encryption keys to ensure the integrity, availability, and confidentiality of the key and Customer Data encrypted with such key;
 - 9.4.4. To establish secure connections to the Service, including by use of customer configurable tools such as “Private Link” (as described in the Documentation); and
 - 9.4.5. To promptly update its Client Software whenever Snowflake announces an update.

Exhibit D
SNOWFLAKE
SUPPORT POLICY AND SERVICE LEVEL AGREEMENT

This Support Policy describes Snowflake's support and Service level offering in connection with Errors. Snowflake shall provide Support in accordance with this Support Policy and the Agreement. Customer shall receive the Support Level as designated in the applicable Order Form. However, Snowflake may provide more limited support for free trial and evaluation use of the Service in its discretion. Snowflake may update this Support Policy from time to time.

Capitalized terms not defined in this Support Policy have the meaning given to them in the Agreement (including its associated addenda, policies and other terms referenced therein).

I. Support

A. Testing. As further described in the Documentation, Snowflake has processes designed to perform robust testing and validation before each Service release to minimize Errors.

B. General Support Offering. Customer shall designate at least one Primary Contact; the Primary Contact may designate Customer Contact(s). Snowflake shall provide English-speaking remote assistance to Customer Contacts for questions or issues arising from any Error, as further described in this Support Policy, including troubleshooting, diagnosis, and recommendations for potential workarounds for the Subscription Term. Snowflake shall also provide the specific entitlements for the corresponding Support Level procured by Customer, as further described in this Support Policy and the tables below. Snowflake's Support team shall implement follow-the-sun case management for handling Severity Level 1 Support Cases to better facilitate uninterrupted support by utilizing Snowflake Support across multiple time zones. If Customer reasonably believes Snowflake Support is failing to provide timely and commercially reasonable responses in accordance with this Support Policy, Customer may escalate the Support Case using the support escalation process described in the Snowflake Community. Escalated Support Cases will be directed to Snowflake's management team for consideration.

C. Contacting Snowflake Support. Customer Contacts may contact Snowflake Support for assistance with Support Cases by the following methods: (1) submitting a Support request in the web interface of the Service as described in the Documentation; (2) submitting a Support request to the Snowflake Community; or (3) if unable to access the web interface or the Snowflake Community, Customer Contacts may contact Snowflake Support by phone at the intake phone number identified in the Snowflake Community solely for purposes of having the Support request submitted on their behalf. All Customer Contacts must be reasonably proficient in the use and functionality of the Service and familiar with the Documentation, and shall use reasonable diligence to ensure a perceived Error is not an issue with Customer equipment, software, or internet connectivity.

D. Submission of Support Cases. Each Support Case shall: (1) designate the Severity Level of the Error in accordance with the definitions in Table 1; (2) identify the Account that experienced the error; (3) include information sufficiently detailed to allow Snowflake Support to effectively assess the Error (including any relevant error messages, but not export-controlled data, personal data (other than as required herein), sensitive data, other regulated data, or Customer Data); and (4) provide accurate contact information for the Customer Contact(s) most familiar with the issue. The Customer Contact(s) shall also give Snowflake any other important Support Case information in a timely manner. Information submitted pursuant to a Support Case is not Customer Data. Unless Customer expressly designates the Severity Level, the Support Case will have a default designation of Severity Level 4. If Customer believes the issue to be related to Client Software (as defined in the Agreement), then the Support Case shall also include the applicable Client Software log files. If a Customer Contact submits a Support Case related to enhancement or feature requests, Snowflake will deem the Support Case closed once the request has been forwarded internally.

E. Priority Support. If Customer has procured Priority Support, in addition to providing Snowflake Support, Snowflake Support shall: (i) implement follow-the-sun case management for handling Severity Level 1 and Severity Level 2 Support Cases, to better facilitate uninterrupted support by utilizing Snowflake Support across multiple time zones; and (ii) provide Customer the additional Support described in the Priority Support Services Description.

F. Third Party Users Support. For clarity with respect to Snowflake's data-sharing functionality, Third Party Users may not be designated as Customer Contacts, and any Support Cases related to Customer, in its role as a Provider or with respect to any of its Third Party Users, shall be submitted solely by Customer's own Customer Contacts.

G. Other Support and Training. Snowflake also offers various support and training resources such as documentation, community forums, FAQs and user guides available on the Snowflake Community. Additionally, Snowflake offers fee-based consultation and training services via Statements of Work.

Table 1: Error Severity Level Definitions

Severity Level 1 (Critical Severity)	An Error that (a) renders the Service completely inoperative, or (b) makes Customer's use of material features of the Service impossible, with no alternative available.
Severity Level 2 (High Severity)	An Error that (a) has a high impact to key portions of the Service, or (b) seriously impairs Customer's use of material features of the Service and Customer cannot reasonably circumvent or avoid the Error on a temporary basis without the expenditure of significant time or effort.
Severity Level 3 (Medium Severity)	An Error that has a medium-to-low impact on the Service, but Customer can still access and use some functionality of the Service.
Severity Level 4 (Low Severity)	An Error that has low-to-no impact on Customer's access to and use of the Service.

Table 2: Severity Level Response Times

Error Severity Level	Initial Response Time Target	
	Snowflake Support	Priority Support
Severity Level 1 (Critical Severity)	One (1) hour	Fifteen (15) Minutes
Severity Level 2 (High Severity)	Two (2) Business Hours	Two (2) Hours
Severity Level 3 (Medium Severity)	One (1) Business Day	Four (4) Business Hours
Severity Level 4 (Low Severity)	Two (2) Business Days	One (1) Business Day

H. Error Response. Upon receipt of a Support Case, Snowflake Support will assess the Error based on the information submitted and the definitions in Table 1, and if Snowflake believes Customer's Severity Level designation is incorrect, Snowflake will promptly notify Customer. If Customer then identifies a reasonable basis for disagreeing with the Severity Level proposed by Snowflake, the parties each will make a good faith effort to promptly discuss, escalate internally, and mutually agree on the appropriate Severity Level designation. Snowflake shall then use commercially reasonable efforts to meet the Initial Response Time Target set forth in Table 2 above for the applicable Severity Level.

Table 3: Global Snowflake Support Hours

Snowflake Support & Priority Support Business Hours	

Snowflake Service Region	Severity 1 (Snowflake Support)	Severity 1 & 2 (Priority Support)	Severity 2-4 (Snowflake Support) Severity 3-4 (Priority Support)
North America	24x7x365	24x7x365	6AM-6PM PT Mon-Fri
EMEA	24x7x365	24x7x365	6AM-6PM CE Mon-Fri
Asia Pacific	24x7x365	24x7x365	6AM-6PM AEDT Mon-Fri

II. Service Level Agreement

Snowflake will provide the Service, but excluding Features, in accordance with the applicable Service Level. In the event of a Service Level Failure, Customer, as its sole and exclusive remedy, shall receive Service Level Credits credited against Customer's usage in the applicable Cloud Provider Region in the immediately succeeding calendar month following the Service Level Failure, provided that Customer requests such Service Level Credits within twenty-one (21) days of the calendar month in which the Service Level Failure occurred. The number of Service Level Credits credited to Customer will be calculated using the Monthly Availability Percentage and Error Rate Threshold combination that provides Customer with the largest number of Service Level Credits set forth in Table 4.

Snowflake will provide Features in accordance with the applicable Feature Level. In the event of a Feature Level Failure, Customer, as its sole and exclusive remedy, shall receive Feature Level Credits in the immediately succeeding calendar month following the Feature Level Failure, subject to the terms and conditions in Appendix A, provided that Customer requests such Feature Level Credits within twenty-one (21) days of the calendar month in which the Feature Level Failure occurred, unless specified otherwise in Appendix A.

Service Level Credits and Feature Level Credits may not be exchanged for, or converted to, monetary amounts. Customer may not request, and will not be entitled to receive, Service Level Credits and Feature Level Credits for the same event(s). In the event a single event triggers a Service Level Failure and a Feature Level Failure, Customer shall be entitled to the single highest Snowflake Credit amount available for that event, but in no event shall the total credits exceed the amount that would have been due had only the Service Level or Feature Level applied.

Table 4: Service Level Credit Calculation		
Monthly Availability Percentage	Error Rate Threshold	Service Level Credits
Under 99.99% but greater than or equal to 99.0%	10%	1 x Average Daily Snowflake Credits
Under 99.9% but greater than or equal to 99.0%	1%	1 x Average Daily Snowflake Credits
Under 99.0% but greater than or equal to 95.0%	1%	3 x Average Daily Snowflake Credits
Under 95.0%	1%	7 x Average Daily Snowflake Credits
*Customer may elect the combination of Monthly Availability Percentage and Error Rate Threshold that provides Customer with the largest number of Service Level Credits.		

NOTE: This Table 4 applies to only Service Level Failures relating to Customer's use of the Service, excluding Features; Feature Level Credits for Feature Level Failures relating to Customer's use of Features are exclusively described in Appendix A.

Example Calculation – Customer has two Accounts (SFE1, SFE2) in the AWS US East Region. Each Account submits Valid Operations at a steady rate of 50 Valid Operations per minute. In the month of April, in each minute of a 250-

minute period, all 50 Valid Operations submitted by SFE1 succeeded, whereas SFE2 experienced 2 Failed Operations out of a total of 50 Valid Operations. For the month of April, the Customer experienced an Error Rate of 2% across SFE1 and SFE2 Accounts in the AWS US East Region ((2 Failed Operations / 100 Valid Operations) * 100) during the 250-minute period. In this example, the Service was Unavailable for the period of 250 minutes because the Error Rate exceeded the 1% Error Rate Threshold across both Accounts even though it does not exceed the 10% Error Rate Threshold. There are 43,200 Calendar Minutes in the month of April (30 days x 24 hours x 60 minutes). This results in a Monthly Availability Percentage of 99.4% calculated as ((43,200 – 250)/43,200 * 100). According to Table 4, a customer experiencing a 99.4% Monthly Availability Percentage with an Error Rate of 2% will receive 1 x Average Daily Snowflake Credits. If Customer used a total of three hundred (300) Snowflake Credits across both Accounts in April, then Customer's Average Daily Snowflake Credits for April would be ten (10) Snowflake Credits (300 / 30 days in April). Since the Monthly Availability Percentage is 99.4%, Customer would be entitled to request a Service Level Credit of ten (10) Snowflake Credits (1 x 10 Average Daily Snowflake Credits), which would be credited against Customer's usage of the Service in May.

III. Exclusions

Snowflake will have no liability for any failure to meet a Service Level or Feature Level to the extent arising from:

- A. Customer's failure to process Customer Data in the Service in accordance with the Documentation and Snowflake's recommendations for use of the Service — though, upon being notified of such a case, Snowflake will endeavor to help Customer address the failure (e.g., with additional recommendations);
- B. Equipment, software, or other technology not provided by Snowflake as part of the Service (e.g., External Offerings);
- C. Third-party acts, or services and/or systems not provided by or on behalf of Snowflake. For the avoidance of doubt, this exclusion (C) does not apply to the acts, services or systems of any Cloud Providers;
- D. Force Majeure events — i.e., any cause beyond such party's reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war;
- E. Evaluation, free trial, or proof-of-concept use of the Service; or
- F. Use of Service features or functionality that are subject to Preview Terms (e.g., beta functionality not intended for production use);
- G. Violations of the Agreement by Customer;
- H. Suspension or termination of Customer's right to use the Service in accordance with the Agreement; or
- I. *Only with respect to the feature of the Service known as "Snowpark Container Services" (as further described in the Documentation)*, periods during: (i) any scheduled maintenance as described in the Documentation, or (ii) implementation of any critical upgrades.

IV. Definitions

"Agreement" is defined as the applicable written subscription agreement between Snowflake and Customer for the Service.

"Average Daily Snowflake Credits" is defined as Customer's actual Snowflake Credit consumption for the Service (but excluding consumption for Features) in the calendar month of the Cloud Provider Region in which the Service Level Failure occurred, divided by the number of days in such month.

"Business Day" is defined as each in-Region day that has Business Hours.

"Business Hours" is defined as the Snowflake Support hours set forth in Table 3 above for the applicable Region.

"Calendar Minutes" is defined as the total number of minutes in a given calendar month.

"Cloud Provider" has the meaning given that term in the Snowflake Service Consumption Table.

"Cloud Provider Region" is defined as the Region and Cloud Provider selected by Customer on an Order Form or as configured by Customer via the Service.

"Customer Contact(s)" is defined as those additional individuals designated by the Primary Contact for purposes of submitting Support Cases.

"Downtime" means the minutes during a given calendar month when the Service cannot be accessed by Customer via a user interface, as described in the Documentation, due to server-side errors.

"Error(s)" is defined as Customer-reported bugs, defects or errors in the Service.

"Error Rate" is defined as the number of Failed Operations, divided by the total number of Valid Operations. Repeated identical Failed Operations do not count towards the Error Rate.

"Error Rate Threshold" is the value set forth in the applicable table below for each applicable Monthly Availability Percentage. This value represents the maximum Error Rate before a minute is considered Unavailable.

"Failed Operations" is defined as Valid Operations where the Service returns an internal error to Customer, subject to Section III (SLA Exclusions) above.

"Feature" is defined as a feature of the Service for which Snowflake calculates a separate Feature Level, as described

in Appendix A, including Snowflake Postgres.

“Feature Level” is defined as the availability commitment(s) for a Feature, as described in Appendix A.

“Feature Level Credits” is defined as the number of Snowflake Credits Customer will receive in the event of a Feature Level Failure, as described in Appendix A.

“Feature Level Failure” is defined as a Feature failing to meet the applicable Feature Level in a given month.

“Monthly Availability Percentage” is defined as the difference between Calendar Minutes and the sum of (Unavailable Minutes + Downtime) using the relevant Error Rate Threshold, divided by Calendar Minutes, and multiplied by one hundred (100).

“Primary Contact” is defined as the individual designated by Customer who will have administrator privileges for purposes of submitting Support Cases.

“Priority Support” is defined as Snowflake’s enhanced Support offering.

“Priority Support Services Description” is defined as the additional Support described in the Priority Support Services Description attached as Appendix B to this Exhibit D, which description is incorporated herein by this reference.

“Region” has the meaning given to that term in the Snowflake Service Consumption Table.

“Service Level” is defined as the applicable Monthly Availability Percentage when measured with the corresponding Error Rate Threshold as further described in Table 4. **“Service Level Failure”** is defined as the Service, excluding Features, failing to meet the Service Level in a given month.

“Service Level Credits” is defined as the number of Snowflake Credits Customer will receive in the event of a Service Level Failure for a given Monthly Availability Percentage and Error Rate Threshold, as indicated in the applicable table below.

“Snowflake Community” is defined as the Snowflake web page hosting the community forums and Support portal located at <https://community.snowflake.com> (or such successor URL as may be designated by Snowflake).

“Snowflake Credits” has the meaning given to that term in the Snowflake Service Consumption Table.

“Snowflake Service Consumption Table” is defined as the Snowflake Service Consumption Table located at <https://www.snowflake.com/en/legal/> (or such successor URL as may be designated by Snowflake).

“Snowflake Support” is defined as Snowflake’s general Support offering^{iv}.

“Support” is defined as technical support for the Service as provided by Snowflake.

“Support Case” is defined as a request for help with a Service-related issue as submitted by Customer to Snowflake Support for resolution.

“Support Level” is defined as the level of Support Customer receives as designated in the applicable Order Form.

“Support Policy” is defined as this Snowflake Support Policy and Service Level Agreement.

“Unavailable” is defined as an Error Rate greater than the relevant Error Rate Threshold over a one-minute interval calculated across all Accounts within each applicable Cloud Provider Region. For clarity, (i) the Error Rate is 0 when an Account is inactive, i.e., when there are no Valid Operations in the one-minute interval.

“Unavailable Minutes” is defined as the total accumulated minutes when the Service is Unavailable using the relevant Error Rate Threshold.

“Valid Operation” is defined as an operation that conforms to (a) the Documentation or (b) Service-use recommendations provided by Snowflake Support personnel.

APPENDIX A FEATURE-SPECIFIC TERMS

Capitalized terms not defined in this Appendix A have the meaning given to them in the Support Policy.

I. SNOWFLAKE POSTGRES

Snowflake will make each Snowflake Postgres database instance with the “High-Availability” deployment option selected, as described in the Documentation, (each, an “**HA Instance**”) available with a Monthly HA Instance Availability Percentage as shown in the table below during any calendar month (“**Snowflake Postgres Feature Level**”). In the event of Snowflake’s failure to meet the Snowflake Postgres Feature Level (a “**Snowflake Postgres Feature Level Failure**”), Customer, as its sole and exclusive remedy, shall receive Feature Level Credits credited against Customer’s usage of the affected HA Instance in the immediately succeeding calendar month following the failure, provided that Customer requests such Feature Level Credits within twenty-one (21) days of the calendar month in which such failure occurred, as described in Table 5 below.

Snowflake will have no liability for any Snowflake Postgres Feature Level Failure to the extent arising from: (i) any of the exclusions set forth in Section III of the Support Policy; (ii) Snowflake Postgres database instances that are “burstable” instances, as described in the Documentation; (iii) resource exhaustion (e.g., CPU, memory, IOPS, or storage) resulting from Customer’s workloads; (iv) Customer-initiated restarts or Customer misconfigurations of HA Instances; (v) underlying Postgres database engine software causing repeated database crashes or an inoperable HA Instance; or (vi) scheduled maintenance initiated by the customer or by Snowflake, as described in the Documentation. For the avoidance of doubt, Snowflake Postgres database instances that are not HA Instances are not subject to the Service Level or Snowflake Postgres Feature Level.

Table 5: Feature Level Credit Calculation for Snowflake Postgres Feature Level	
<u>Monthly HA Instance Availability Percentage</u>	<u>Feature Level Credits</u>
Less than 99.95% but equal to or greater than 99.0%	3x Average Daily HA Instance Credits
Less than 99.0% but equal to or greater than 95.0%	7x Average Daily HA Instance Credits
Less than 95.0%	Total HA Instance Credits

NOTE: This Table 5 solely applies to, and is Customer’s sole recourse for, Snowflake Postgres Feature Level Failures; Service Level Credits for Service Level Failures relating to Customer’s use of the Service generally are exclusively described in Section II of the Support Policy.

“**Average Daily HA Instance Credits**” is defined as Customer’s actual Snowflake Credit consumption for a given HA Instance in the calendar month in which the Snowflake Postgres Feature Level Failure occurred, divided by the number of days in such month.

“**HA Instance Downtime**” is defined as the total number of one-minute intervals during a given calendar month in which all connection requests to the applicable running HA Instance fail.

“**Monthly HA Instance Availability Percentage**” for a given HA Instance is defined as the difference between Calendar Minutes and HA Instance Downtime, divided by the Calendar Minutes, and multiplied by one hundred (100).

“**Total HA Instance Credits**” is defined as Customer’s actual Snowflake Credit consumption for a given HA Instance in the calendar month in which the Snowflake Postgres Feature Level Failure occurred.

Updated: February 24, 2026

**APPENDIX B
SNOWFLAKE
PRIORITY SUPPORT SERVICE DESCRIPTION**

Last Updated: August 28, 2025

1. Overview

Priority Support is a paid support offering that provides subscribing customers with a higher level of engagement, guidance, and oversight from Snowflake support personnel than what is available from other Snowflake support offerings, as further described herein, with the objective of helping each subscribing customer optimize its use of the Service and operational support from Snowflake.

This document describes the benefits of the Priority Support offering. For clarity, the Priority Support services described herein will be provided in accordance with the Support Policy.

2. Priority Support Benefits

The Priority Support offering includes the following benefits:

Benefit Area	Benefit	Description
Platform Monitoring	Query Performance Monitoring	Snowflake support personnel will periodically review and monitor query performance in Customer's production workloads and report findings and recommendations to Customer, for improving performance, preventing recurring issues, and reducing inefficient processes.
Platform Monitoring	Cost Performance Monitoring	Snowflake support personnel will periodically analyze Customer's warehouse configuration and utilization and report findings and recommendations to Customer for improving the performance and usage of production workloads.
Platform Monitoring	User & Account Health	Snowflake support personnel will schedule reviews with Customer with the objective of improving adherence to Snowflake's best practices in the areas of User and Account setup.
Named Support Point of Contact	Case Quality and Management	Snowflake will designate a Snowflake support point of contact for Customer. This point of contact will work with Customer to better understand Customer's Snowflake implementation and business impact, identify trends and complex production issues, identify root cause issues, and deliver RCAs in accordance with Snowflake's internal procedures. The frequency of interactions will be mutually agreed upon by Customer and the Snowflake point of contact.
Benefit Area	Benefit	Description

Enhanced Support Experience	Critical Event Management	Provided that Customer notifies the Snowflake point of contact at least two (2) weeks prior to a critical event in Customer's business operations, Snowflake's designated support point of contact will align and prepare internal Snowflake support and engineering resources to support each such critical event, with the objective of minimizing disruptions for Customer's Users.
Enhanced Support Experience	Critical Issue Management	Automatic escalation to Snowflake engineering and support leadership for Severity Level 1 issues as described in the Support Policy.
Enhanced Support Experience	Senior Level Support Engineers	Customer's Severity Level 1 and Severity Level 2 issues (as described in the Support Policy) will be referred to senior Snowflake support engineers for handling.
Enhanced Support Experience	24/7 Coverage for Critical & High Severity Support Cases	Severity Level 1 & Severity Level 2 issues are worked by Snowflake support personnel around the clock using a "follow the sun" model, in which issues are handed over across support regions for continuous work until resolution, ensuring uninterrupted attention for these issues.

3. Changes to Priority Support

Snowflake may modify this Priority Support description from time to time, provided that any material decrease in Priority Support services will not take effect until the expiration of Customer's then-current Priority Support subscription.

Exhibit E

U.S. Government Commercial Compliance Addendum

Last Updated: May 4, 2026

This Snowflake U.S. Government Commercial Compliance Addendum (this “**U.S. Government Commercial Compliance Addendum**”) between Snowflake Inc. (“**Snowflake**”) and the undersigned Customer (“**Customer**” and, together with Snowflake, the “**Parties**”) takes effect as of the earlier of the date the Order Form or other agreement that references this U.S. Government Commercial Compliance Addendum (“**Ordering Document**”) becomes binding or first use of the Snowflake U.S. Government-Authorized Commercial Service (“**Effective Date**”). This U.S. Government Commercial Compliance Addendum supplements and amends the agreement by and between Customer and Snowflake governing Customer’s use of the Service (including the Ordering Document and any other agreements referenced in either document, the “**Base Agreement**”). This U.S. Government Commercial Compliance Addendum only applies to direct transactions with Snowflake. If you purchased or intend to purchase the Snowflake U.S. Government-Authorized Commercial Service through a Snowflake authorized reseller, please contact your reseller for instructions to access and use the Snowflake U.S. Government-Authorized Commercial Service. Unless otherwise defined in this U.S. Government Commercial Compliance Addendum, all capitalized terms used and not defined herein will have the meanings ascribed to them in the Base Agreement.

For good and valuable consideration, the sufficiency of which both Parties acknowledge, the Parties hereby agree as follows:

1. **New Defined Terms.**

- a. “**Agreement**” means the Base Agreement and this U.S. Government Commercial Compliance Addendum.
- b. “**Classified Data**” means data that has been (i) classified by the U.S. government as “Confidential,” “Secret,” or “Top Secret” as defined in Executive Order 13526, Section 1.2a, or (ii) otherwise deemed by the U.S. government to require special clearance for use, access, or maintenance.
- c. “**Criminal Justice Information**” or “**CJI**” has the meaning used in the Criminal Justice Information Services Security Policy.
- d. “**DFARS 7010**” means Defense Federal Acquisition Regulation Supplement 252.239-7010.
- e. “**DFARS 7012**” means Defense Federal Acquisition Regulation Supplement 252.204-7012.
- f. “**Federal Tax Information**” or “**FTI**” has the meaning used in Internal Revenue Service Publication 1075.
- g. “**FedRAMP**” means the Federal Risk and Authorization Management Program.
- h. “**ITAR**” means the International Traffic in Arms Regulations (22 C.F.R. Subpart M).
- i. “**Snowflake U.S. Government-Authorized Commercial Service**” means the Service when used within a U.S. Government-Authorized Commercial Region in accordance with this U.S. Government Commercial Compliance Addendum.
- j. “**State Authorizing Programs**” means any U.S. state or state-sponsored independent cloud computing risk and authorization management program (e.g., StateRAMP and TX-RAMP) that has authorized the Service when hosted in a U.S. Government-Authorized Commercial Region as detailed in the Documentation.
- k. “**U.S. Commercial Government Covered Accounts**” means Customer’s Accounts when hosted in any U.S. Government-Authorized Commercial Region.
- l. “**U.S. Government Commercially Prohibited Workloads**” is defined in Section 4(b) of this U.S. Government Commercial Compliance Addendum.
- m. “**U.S. Government-Authorized Commercial Regions**” means the Snowflake regions outside of the U.S. SnowGov Region that are expressly designated by Snowflake as U.S. government authorized (e.g., FedRAMP and/or State Authorizing Programs), as set forth in the Documentation.
- n. “**U.S. Government**” means an agency of the federal government of the United States of America, or any government of any state thereunder, including federal and state public educational institutions. If the Customer is a state government, an agency of a state government, or a state public educational institution,

then references to federal law or regulations shall be replaced with a reference to the corresponding state law or regulation if such exists.

2. **Applicability.** This U.S. Government Commercial Compliance Addendum applies to Customer's U.S. Commercial Government Covered Accounts.

3. **Snowflake Obligations.**

- a. In accordance with this U.S. Government Commercial Compliance Addendum and subject to the assignment of responsibilities hereunder and in the Base Agreement and Documentation, Snowflake will maintain a security program for the Snowflake U.S. Government-Authorized Commercial Service consistent with the applicable requirements of the specific U.S. government authorization(s) (e.g., FedRAMP and/or State Authorizing Programs) listed for the U.S. Government-Authorized Commercial Regions in the Documentation.
- b. Snowflake has obtained U.S. government authorizations (e.g., FedRAMP and/or State Authorizing Programs) for the Snowflake U.S. Government-Authorized Commercial Service, as further detailed in the Documentation. For so long as Customer is using the Snowflake U.S. Government-Authorized Commercial Service pursuant to this U.S. Government Commercial Compliance Addendum, Snowflake will use commercially reasonable efforts to:
 - i. Maintain its U.S. government authorizations in effect as of the Effective Date (or successor or equivalent authorizations, as reasonably determined by Snowflake) at the current or higher authorization level; and
 - ii. Provide at least the same level of protection as required by its U.S. government authorizations in effect as of the Effective Date (or successor or equivalent authorizations, as reasonably determined by Snowflake).
- c. For clarity, where security controls or other requirements are under the control of Customer (e.g., configurations of U.S. Commercial Government Covered Accounts and User access thereto), Customer is responsible for implementing and maintaining those controls to meet applicable requirements.

4. **Customer Obligations**

- a. **Customer Assessment.** Notwithstanding any provision to the contrary herein, for U.S. Commercial Government Covered Accounts, Customer is responsible for:
 - i. Reviewing the Documentation and understanding the Snowflake U.S. Government-Authorized Commercial Service. The Documentation explains how the Snowflake U.S. Government-Authorized Commercial Service operates, including the availability and operation of certain Service features. For example, certain Usage Data may leave the U.S. Government-Authorized Commercial Regions.
 - ii. Assessing and selecting the appropriate U.S. Government-Authorized Commercial Region.
 - iii. Appropriately configuring U.S. Commercial Government Covered Accounts. As described in the Documentation, Customer may have the ability to turn off Service features when using the Snowflake U.S. Government-Authorized Commercial Service. Disabling or turning off such features may impact the functionality and/or performance of the Service.
 - iv. Otherwise complying with applicable law.
- b. **Workloads.** Notwithstanding any provision to the contrary in the Base Agreement, but expressly subject to this U.S. Government Commercial Compliance Addendum:
 - i. Customer may upload Customer Data that is subject to the U.S. government authorizations detailed in the Documentation as supported by the U.S. Government-Authorized Commercial Regions (e.g., FedRAMP and/or State Authorizing Programs) into its U.S. Commercial Government Covered Accounts;
 - ii. Customer may only upload Customer Data that qualifies as CJI or FTI into its U.S. Commercial Government Covered Account(s) after Customer has given Snowflake prior written notice,

Snowflake has consented, and the parties have agreed to any additional terms and conditions required by Snowflake (with Snowflake's agreement to such terms and conditions serving as such consent);

- iii. Customer may not upload Customer Data that (i) is subject to ITAR, DFARS 7010, or DFARS 7012; (ii) qualifies as Classified Data; or (iii) is otherwise prohibited by Section 9.3 of the Security Addendum ("**U.S. Government Commercially Prohibited Workloads**") into its U.S. Commercial Government Covered Account(s); and
 - iv. Customer will be solely responsible for sanitization costs incurred by Snowflake and its subcontractors, without application of any limitation of liability or damages caps in the Base Agreement, if Customer introduces U.S. Government Commercially Prohibited Workloads into its U.S. Commercial Government Covered Accounts or uses the Snowflake U.S. Government-Authorized Commercial Service in connection with U.S. Government Commercially Prohibited Workloads in violation of the Agreement.
- c. **Commercial Product.** If Customer is the U.S. Government, Customer hereby agrees that the Snowflake U.S. Government-Authorized Commercial Service qualifies as a "commercial product" as defined by FAR 2.101 or the state law corollary.
- d. **Government Communications.** Snowflake shall provide all communications required hereunder or under its U.S. government authorizations (e.g., FedRAMP and/or State Authorizing Programs) to Customer. Customer will comply with the third-party communication requirements applicable to Customer Data or Customer's U.S. Commercial Government Covered Accounts, including notice and correspondence to third party government entities. For clarity, nothing hereunder requires or prevents Snowflake from communicating with any third party.

5. **U.S. Government Customers**

- a. **Indemnification.** Notwithstanding anything to the contrary in the Base Agreement, if Customer is the U.S. Government:
- i. If written approval of the Attorney General is required for Customer to accept the indemnification procedures set forth in the Base Agreement, Snowflake will, upon such approval, defend, indemnify, and hold harmless the Customer as set forth in the indemnification section(s) of the Base Agreement.
 - ii. To the extent that any indemnity or limitation of liability obligation is unlawful, it shall not apply. Customer agrees that it is solely responsible for all risks arising from or relating to any Customer Data, Customer Materials, Reader Accounts or any Customer-offered product or service used in connection with the Service, and hereby represents and warrants that any Customer Data, Customer Materials, Reader Accounts or any Customer-offered product or service used in connection with the Service will not violate the Agreement or applicable law; infringe or misappropriate any third-party rights; or cause harm to any third party or Snowflake.
- b. **Disputes.** Notwithstanding anything to the contrary in the Base Agreement, if Customer is the U.S. Government and the Parties fail to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to the Agreement, including unresolved payment disputes under the Base Agreement, the dispute shall be addressed and resolved in accordance with applicable law.
- c. **Governing Law.** Notwithstanding anything to the contrary in the Base Agreement, if Customer is the U.S. Federal Government or an agency thereof, this Agreement will be governed by the Federal laws of the United States and jurisdiction and venue for actions related to the subject matter hereof will be the United States federal courts; and if the Customer is a U.S. State Government or an agency thereof, this Agreement will be governed by the laws of that State.

6. **Miscellaneous.**

- a. **Term.** This U.S. Government Commercial Compliance Addendum is effective as of the Effective Date and will remain in effect for so long as Customer is using Commercial Government Covered Accounts, unless terminated earlier in accordance with the Agreement or applicable law. This U.S. Government Commercial Compliance Addendum and Customer's access to and use of the Snowflake U.S. Government-Authorized Commercial Service may be immediately terminated by Snowflake if Customer ceases to meet any applicable eligibility requirements for the Snowflake U.S. Government-Authorized Commercial Service or breaches the terms of this U.S. Government Commercial Compliance Addendum.
- b. **Assignment.** Notwithstanding anything to the contrary in the Base Agreement, neither Party may assign this U.S. Government Commercial Compliance Addendum without advance written consent of the other Party; except that Snowflake may assign this U.S. Government Commercial Compliance Addendum, without Customer's consent (i) in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of Snowflake's assets or voting securities to a successor; and (ii) to a Snowflake Affiliate.
- c. **Confidentiality.** Notwithstanding any provision to the contrary, Snowflake may disclose Customer Confidential Information as required by law or regulation, and to comply with and maintain its authorizations and certifications, including, without limitation, its U.S. government authorizations. If Snowflake is so required to disclose Customer Confidential Information, then Snowflake shall, to the extent permitted, provide Customer with advance written notification and cooperate in any effort to obtain confidential treatment of such Confidential Information.
- d. **Severability; Interpretation.** If a court of competent jurisdiction holds any provision of this U.S. Government Commercial Compliance Addendum to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this U.S. Government Commercial Compliance Addendum will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of this U.S. Government Commercial Compliance Addendum.
- e. **Entire Agreement; Conflict.** This U.S. Government Commercial Compliance Addendum together with the Base Agreement (as may be amended in accordance with their terms) are the complete and exclusive statement of the mutual understanding of the Parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of this U.S. Government Commercial Compliance Addendum. Except as specifically set forth in this U.S. Government Commercial Compliance Addendum, all terms and conditions of the Base Agreement remain in full force and effect. In the event of any conflict between this U.S. Government Commercial Compliance Addendum and the Base Agreement, this U.S. Government Commercial Compliance Addendum will control with respect to the subject matter herein.

Exhibit F

Snowflake U.S. SnowGov Region Terms of Service

Last Updated: May 4, 2026

These Snowflake U.S. SnowGov Region Terms of Service (“**Terms**”) take effect as of the date the Order Form or other agreement that references these Terms (“**Ordering Document**”) becomes binding (“**Effective Date**”). These Terms supplement and amend the agreement by and between Customer and Snowflake governing Customer’s use of the Service (including the Ordering Document and any other agreements referenced in either document, the “**Base Agreement**”). These Terms only apply to direct transactions with Snowflake. If you purchased or intend to purchase the Service through a Snowflake authorized reseller, please contact your reseller for instructions on how to access the U.S. SnowGov Region. All capitalized terms used but not defined in these Terms shall have the meanings ascribed to such terms in the Base Agreement. These Terms may be updated by Snowflake from time to time upon reasonable notice (which may be provided through the Service or by posting an updated version of these Terms), provided, however, that no such update shall materially diminish Snowflake’s obligations under Section 5 below. By entering into the Ordering Document, you represent to Snowflake that you have the legal authority to bind the Customer to these Terms.

1. New Defined Terms. The following new defined terms are added to the Agreement:

- 1.1. “Agreement”** means the Base Agreement and these Terms.
- 1.2. “Classified Data”** means data that has been (i) classified by the U.S. government as “Confidential,” “Secret,” or “Top Secret” as defined in Executive Order 13526, Section 1.2a, or (ii) otherwise deemed by the U.S. government to require special clearance for use, access, or maintenance.
- 1.3. “Criminal Justice Information” or “CJI”** has the meaning used in the Criminal Justice Information Services Security Policy.
- 1.4. “DFARS 7010”** means Defense Federal Acquisition Regulation Supplement 252.239-7010.
- 1.5. “DFARS 7012”** means Defense Federal Acquisition Regulation Supplement 252.204-7012.
- 1.6. “FedRAMP”** means the Federal Risk and Authorization Management Program.
- 1.7. “Federal Tax Information” or “FTI”** has the meaning used in Internal Revenue Service Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies.
- 1.8. “ITAR”** means the International Traffic in Arms Regulations (22 C.F.R. Subpart M).
- 1.9. “State Authorizing Programs”** means any U.S. state or state-sponsored independent cloud computing risk and authorization management program (e.g., GovRAMP and TX-RAMP) that has authorized the Service when hosted in the U.S. SnowGov Region, as detailed in the Documentation.
- 1.10. “U.S. Government Contractor”** means a commercial entity that is required to process data provided by a U.S. Government Customer to perform a prime contract or subcontract with or for such entity.
- 1.11. “U.S. Person”** has the meaning used in 22 C.F.R. § 120.62.
- 1.12. “U.S. Government Customer”** means a Snowflake Customer that is (i) a U.S. Federal, state, or local government entity; and/or (ii) a tribal government entity.
- 1.13. “U.S. SnowGov Account”** means Customer’s Account when hosted in the U.S. SnowGov Region.
- 1.14. “U.S. SnowGov Region”** means Snowflake’s Microsoft Azure Government deployment(s) (“**SnowGov Azure Deployment(s)**”), Snowflake’s Amazon Web Services GovCloud deployment(s), and

other Snowflake deployments that are expressly designated by Snowflake for use by U.S. Government Customers and U.S. Government Contractors, as set forth in the Documentation.

1.15. “U.S. SnowGov Security Program” is defined in Section 5 of these Terms.

2. Scope. These Terms apply to Customer’s use of and access to the Service when hosted in the U.S. SnowGov Region.

3. Authorized Customers.

3.1. U.S. Government Customer and U.S. Government Contractor Use. Use of and access to the Service when hosted in the U.S. SnowGov Region is limited to U.S. Government Customers and U.S. Government Contractors. Where Customer is a U.S. Government Contractor, it shall only provision and use its U.S. SnowGov Account(s) in fulfillment of its contract(s) with a U.S. Government Customer.

3.2. Exception. Snowflake may, in its sole discretion, expressly permit a Customer that is not a U.S. Government Customer or U.S. Government Contractor to use and access the Service when hosted in the U.S. SnowGov Region. In such case, Customer understands and agrees that Customer’s use of and access to the Service when hosted in the U.S. SnowGov Region may, upon notice, be modified or terminated by Snowflake: (i) in order for Snowflake to comply with FedRAMP or State Authorizing Programs (or successor authorizations); (ii) in order for Snowflake to maintain its existing authorizations (or successor or equivalent authorizations) or to obtain a new or higher authorization, certification or compliance level; (iii) as directed or required by the underlying cloud service provider; and/or (iv) as required by applicable laws and regulations.

3.3. Prohibited Use. Use of and access to the Service when hosted in the U.S. SnowGov Region other than in accordance with Sections 3.1 and 3.2 is strictly prohibited. Any such use shall be deemed a breach of these Terms and the Agreement and Snowflake reserves the right to immediately terminate all such unauthorized use.

4. Workloads. Notwithstanding any provision to the contrary in the Base Agreement, but expressly subject to these Terms:

4.1. Customer may upload Customer Data that is subject to FedRAMP, State Authorizing Programs, or ITAR in its U.S. SnowGov Account(s), so long as such U.S. SnowGov Account is within a deployment in the U.S. SnowGov Region that supports such standard(s), as detailed in the Documentation;

4.2. Customer may only upload Customer Data that (i) is subject to DFARS 7010 or DFARS 7012 or (ii) qualifies as CJI or FTI into its U.S. SnowGov Account(s) after Customer has given Snowflake prior written notice, Snowflake has consented, and the parties have agreed to any additional terms and conditions required by Snowflake (with Snowflake’s agreement to such terms and conditions serving as such consent);

4.3. Customer may not place any Classified Data in its U.S. SnowGov Account(s); and

4.4. Customer will be solely responsible for sanitization costs incurred by Snowflake and its subcontractors, without application of any limitation of liability or damages caps in the Agreement, if Customer introduces Customer Data that (i) qualifies as Classified Data, CJI, or FTI; (ii) is subject to DFARS 7010 or DFARS 7012; (iii), or is otherwise prohibited by the Security Addendum into its U.S. SnowGov Account(s) or uses the Service in connection with such data in violation of the Agreement.

5. Snowflake Obligations. Snowflake maintains a documented security program for the U.S. SnowGov Region under which Snowflake has implemented and maintains administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of the Service and Customer Data in accordance with the Security Addendum (the “**U.S. SnowGov Security Program**”).

5.1. Snowflake has obtained certain U.S. Federal and/or state government authorizations for the Service when hosted in the U.S. SnowGov Region (e.g., FedRAMP and the State Authorizing Programs), as further detailed in the Security Addendum and/or Documentation. For so long as Customer is using the Service pursuant to these Terms in the U.S. SnowGov Region, Snowflake will use commercially reasonable efforts to maintain its authorizations in effect as of the Effective Date (or successor or equivalent authorizations, as reasonably determined by Snowflake) at the current or a higher authorization level.

5.2. As part of the U.S. SnowGov Security Program, Snowflake will: (i) limit its access to systems used to directly store or process Customer Data in the U.S. SnowGov Region to Snowflake personnel (including employees and subcontractors) that are U.S. Persons located in the U.S. or are otherwise expressly authorized to access ITAR data by the U.S. government; and (ii) use commercially reasonable efforts to provide at least the same level of protection as required by its U.S. Federal and/or state government authorizations in effect as of the Effective Date (or successor or equivalent authorizations, as reasonably determined by Snowflake).

6. Customer Obligations – Snowflake Service Hosted in the SnowGov Azure Deployment.

6.1. For Customer to use a U.S. SnowGov Account hosted in the SnowGov Azure Deployment, Customer must comply with Microsoft requirements by seeking approval from Microsoft through the Microsoft Government validation process (currently available at: <https://azure.microsoft.com/en-us/global-infrastructure/government/request/?ReqType=General>). Customer must obtain Microsoft's written approval of eligibility before Customer's creation of a U.S. SnowGov Account hosted in the SnowGov Azure Deployment and is required to provide evidence to Snowflake's reasonable satisfaction to support Customer's compliance with this Section.

6.2. Notwithstanding anything to the contrary in the Agreement (or specifically the DPA), while Customer's U.S. SnowGov Account in the SnowGov Azure Deployment may be configured by Customer to support compliance with certain non-U.S. laws, such as the EU's General Data Protection Regulation, any terms in the Agreement or DPA regarding Customer's compliance with non-U.S. laws will not apply to Customer's use of its U.S. SnowGov Account in the SnowGov Azure Deployment.

6.3. Notwithstanding anything to the contrary in the Base Agreement, except for Excluded Claims and claims arising from Section 4.4 above, each party's aggregate maximum liability in connection with these Terms shall not exceed the total amount Customer has consumed in its U.S. SnowGov Account in the SnowGov Azure Deployment during the twelve (12) months preceding the relevant claim. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

7. Customer Obligations Generally – Snowflake Service Hosted in the U.S. SnowGov Region.

7.1. Customer represents, warrants, and agrees that it: (i) is a U.S. Person; (ii) is opening the U.S. SnowGov Account on behalf of an entity that is a U.S. Person; (iii) is either a U.S. Government Customer or a U.S. Government Contractor; and (iv) will only assign an employee of Customer or Customer Contractor who is a U.S. Person as its U.S. SnowGov Account administrator. Customer agrees that Snowflake may require it to produce evidence of compliance with the foregoing requirements in order to use and access the Service when hosted in the U.S. SnowGov Region.

7.2. Customer represents and warrants that it is not subject to U.S. export restrictions or sanctions and is not suspended or debarred from contracting with any U.S. governmental entities. Customer will ensure that its use of the Service in the U.S. SnowGov Region complies with applicable U.S. export control laws, including properly managing: (i) access to the U.S. SnowGov Account; (ii) application of appropriate encryption safeguards, including the use of customer-managed encryption keys, where appropriate; and (iii) the movement of Customer Data outside of the U.S. SnowGov Region (including through the use of replication or data sharing features). Customer will, if required by the ITAR, have and maintain a valid Directorate of Defense Trade Controls registration and effective compliance program to ensure compliance with the ITAR. If requested by Snowflake, Customer agrees to provide Snowflake with documentation and cooperation to verify the accuracy of the representations and warranties set forth in Sections 7.1, 7.2, and 7.3.

7.3. The Documentation explains how the Service operates in the U.S. SnowGov Region, including the availability and operation of certain Service features. For example, certain Usage Data may leave the U.S. SnowGov Region. Customer is responsible for reading, understanding, and complying with the Documentation.

7.4. As described in the Documentation, Customer may have the ability to turn off features when using the Service in the U.S. SnowGov Region. Disabling or turning off such features may impact the functionality and/or performance of the Service.

8. Support. Snowflake support for U.S. SnowGov Accounts that requires access to unencrypted Customer Data associated with a U.S. SnowGov Account will be provided by persons who are U.S. Persons located in the U.S. or who have been expressly authorized to access ITAR data by the U.S. government, provided that Customer submits support requests through a support ticket and indicates in such support ticket that it has a U.S. SnowGov Account or Customer contacts Snowflake support at +1-888-239-6019. Notwithstanding anything in the Support Policy to the contrary, Customer may not submit support requests, including security-related questions or concerns, via email or other phone, if Customer requires support to be provided by persons who are lawfully permitted to access ITAR data.

9. Miscellaneous.

9.1. Term. These Terms are effective as of the Effective Date and will remain in effect for so long as Customer is using the Service in the U.S. SnowGov Region, unless terminated earlier in accordance with the Agreement. These Terms and/or any access to the U.S. SnowGov Region may be immediately terminated by Snowflake if Customer ceases to meet applicable eligibility requirements for any deployment in the U.S. SnowGov Region.

9.2. Assignment. Notwithstanding anything to the contrary in the Base Agreement: (i) Customer may not assign these Terms without the advance written consent of Snowflake; (ii) Snowflake may assign these Terms without Customer's consent in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of Snowflake's assets or voting securities to a successor; and (iii) Snowflake may assign these Terms to a Snowflake Affiliate.

9.3. Confidentiality. Notwithstanding any provision to the contrary, Snowflake may disclose Customer Confidential Information as required by law or regulation, and to comply with and maintain its authorizations and certifications, including, without limitation, its U.S. government authorizations. If Snowflake is so required to disclose Customer Confidential Information, then Snowflake shall, to the extent permitted, provide Customer with advance written notification and cooperate in any effort to obtain confidential treatment of such Confidential Information.

9.4. Severability; Interpretation. If a court of competent jurisdiction holds any provision of these Terms to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these Terms will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of these Terms.

9.5. Entire Agreement; Conflict. The Agreement (as may be amended in accordance with its terms), are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of these Terms. Except as specifically set forth in these Terms, all terms and conditions of the Base Agreement remain in full force and effect. In the event of any conflict between these Terms and the Base Agreement, these Terms will control with respect to the subject matter herein.

Exhibit G

EXTERNAL OFFERINGS TERMS

Last Updated: November 11, 2025

These External Offerings Terms (“**External Offerings Terms**”) apply to Customer’s use of the below-specified External Offerings in connection with Snowflake Offerings, as defined in the agreement between Customer and Snowflake or one of the Snowflake Affiliates under which Customer is granted access and use of Snowflake’s software-as-a-service offering, together with all expressly incorporated addenda, policies, exhibits, attachments, Order Forms, and other terms incorporated by reference therein (“**Agreement**”).

By accessing or using the specified External Offerings, Customer is accepting all of the terms and conditions of these External Offerings Terms.

Snowflake may non-materially update or change these External Offerings Terms, including by posting updated terms on the Snowflake website. For material changes or changes that have a material impact on Customer, to the extent Snowflake is able to confirm Customer is affected, Snowflake will provide reasonable notice to Customer to the email address registered and maintained in the Service or, if no such email is registered, Customer acknowledges that the means of notification shall be at Snowflake’s reasonable discretion (which may include using the Customer-designated email address associated with the OrgAdmin or AccountAdmin roles of the affected Account(s)). Where no such email is registered, Customer acknowledges that Snowflake’s ability to timely notify shall be negatively impacted. Notices will be deemed to have been received by the addressee upon the day of sending by email. Snowflake may change its email address for notices under these Terms by providing Customer written notice in accordance with this section. Customer may change its email address for notices by updating it within the Service. For any changes which may cause Customer to be in noncompliance with these External Offerings Terms, Snowflake will provide thirty (30) days’ written notice prior to the effective date of such changes. Customer’s sole and exclusive remedy if it does not agree to any non-material updates or changes to these External Offerings Terms will be to terminate (in accordance with Section 4 (Term and Termination)) these External Offerings Terms within ten (10) days of the occurrence of any update or change to these External Offerings Terms. Customer’s failure to so terminate these External Offerings Terms will constitute Customer’s consent to such update or change.

1. DEFINITIONS. Capitalized terms used in these External Offerings Terms have the meaning indicated in the Agreement unless otherwise set forth in these External Offerings Terms.

- 1.1.** “**Carto**” means the mapping platform as further described at <https://www.carto.com/>.
- 1.2.** “**Effective Date**” means the date of Customer’s initial installation or use of an External Offering.
- 1.3.** “**Mapbox**” means the mapping platform as further described at <https://www.mapbox.com/>.
- 1.4.** “**Org Admin**” means an individual authorized by Customer to: (i) maintain the organization administrator system role for the Service and the External Offerings; and (ii) manage operations at the organization level.
- 1.5.** “**Provider Products**” means data, software, or services that may interoperate with the Service and are made available by or on behalf of Snowflake’s customers, including via Snowflake’s “data sharing” and “listing” functionalities as described in the Documentation.
- 1.6.** “**Snowflake Data Clean Rooms External Offerings**” means the third-party identity resolution, advertising activation, and other offerings that may be used in connection with “Snowflake Data Clean Rooms” as described in the Documentation.

2. SPECIFIED EXTERNAL OFFERINGS. These External Offerings Terms apply to Customer’s use of the following External Offerings in connection with the Service:

- 2.1.** Carto
- 2.2.** Mapbox

2.3. Provider Products

2.4. Snowflake Data Clean Rooms External Offerings

3. TERMS APPLICABLE TO SPECIFIED EXTERNAL OFFERINGS.

3.1. Customer acknowledges and agrees that the above-specified External Offerings are not part of any Snowflake Offerings. Customer will acquire and maintain all rights and licenses to the applicable External Offering necessary for Customer's use thereof in connection with any Snowflake Offerings, including pursuant to any governing terms from the External Offering provider that may apply to such External Offering ("**Additional Terms**"). Customer shall use all External Offerings in accordance with (a) these External Offerings Terms; (b) any applicable Additional Terms; (c) the Documentation; and (d) all applicable laws and regulations, including any applicable data protection laws or regulations. Further, Customer shall not use External Offerings in a manner that (i) causes Snowflake to be in breach of its obligations under applicable laws and regulations; or (ii) violates the rights or terms of any third party.

3.2. Customer acknowledges and agrees that External Offerings are not created or maintained by Snowflake, notwithstanding anything to the contrary in these External Offerings Terms, and that Snowflake accepts no responsibility or liability of any kind for any External Offering or the content or information made available in any External Offering.

3.3. For the avoidance of doubt, to the extent that Customer utilizes the Service to transfer data for which Snowflake is processor under the Agreement out of the Service to any External Offerings, Customer understands and agrees that such transferred data is no longer data processed by or on behalf of Snowflake.

4. TERM AND TERMINATION. These External Offerings Terms are effective as of the Effective Date and will continue until either party provides the other party written notice of termination or unless otherwise terminated in accordance with this Section 4 (the "**Term**"). The aforementioned written notice shall be submitted by the terminating party at least thirty (30) calendar days prior to the effective date of termination. If a party provides notice of termination, that party shall specify which External Offering from Section 2 (Available External Offerings) is being terminated.

4.1. Termination by Customer. Customer may terminate these External Offerings Terms by ceasing to use the relevant External Offering.

4.2. Termination by Snowflake. Snowflake reserves the right, without incurring any associated liability, to terminate these External Offerings Terms and/or temporarily limit, suspend, or terminate Customer's access to or use of any External Offering in connection with the Service at any time if Snowflake determines or reasonably suspects that: (i) Customer is violating any applicable laws, policies, or agreements (including these External Offerings Terms); (ii) Customer is abusing Snowflake's services; (iii) Customer has created any legal, regulatory, security, or reputational risks for Snowflake; or (iv) the specified External Offerings are no longer available.

5. MISCELLANEOUS. If a court of competent jurisdiction holds any provision of these External Offerings Terms to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these External Offerings Terms will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of these External Offerings Terms. The term "including" and its derivatives shall be interpreted to mean "including without limitation." These External Offerings Terms, together with the Agreement, are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of these External Offerings Terms. Except as specifically set forth in these External Offerings Terms, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between these External Offerings Terms and the Agreement, these External Offerings Terms will control with respect to the subject matter herein.

Exhibit H

OFFERING-SPECIFIC TERMS

SNOWFLAKE CONNECTOR TERMS

Last Updated: **August 29, 2025**

1. IMPORTANT TERMS.

- 1.1. These Terms are entered into by and between Snowflake and Customer to govern Customer's use of any Snowflake Connector.
- 1.2. Customer's use of the Service and any Accounts is governed by the applicable Customer Agreement. For clarity, any claims arising in connection with the Service and/or any Account will be made under the Customer Agreement and not these Terms. These Terms take precedence in the event of a conflict to the extent such conflict relates to Customer's use of a Snowflake Connector.
- 1.3. Use of a Snowflake Connector may be dependent on certain features of the Service, and Customer's use of such features in connection with a Snowflake Connector may subject Customer to charges for those features as governed by the applicable Customer Agreement. Notwithstanding the foregoing, Snowflake Connectors are not part of the Service.
- 1.4. To the extent (i) the applicable Customer Agreement does not include these Terms and (ii) the Snowflake Connector Documentation requires, as part of the installation process, the Customer's Snowflake Admin (or other user(s) with the appropriate role/privilege, as granted by the Snowflake Admin) to accept these Terms within Snowsight (the Web interface of the Service), by accepting these Terms, Customer represents and warrants that the Snowflake Admin (or the individual designated by the Snowflake Admin) has the authority to do so on behalf of Customer. Without limiting Section 12.9 (Entire Agreement), as of the Effective Date, prior agreements covering Customer's use of the Snowflake Connectors are hereby terminated and superseded by these Terms.
- 1.5. By executing a written order and accessing or using a Snowflake Connector, Customer is accepting all of the terms and conditions of these Terms. These Terms are enforceable like any written agreement signed by Customer and Snowflake. *Where Customer is a U.S. Governmental Entity, by accessing or using a Snowflake Connector, Customer is accepting all the terms and conditions of these Terms on behalf of such U.S. Governmental Entity or ordering entity and not in the capacity of the individual person accepting these Terms."*

2. **DEFINITIONS.** The definitions in Section 13 (Defined Terms) apply to these Terms. All terms in quotation marks in the body of these Terms are also defined terms.

3. **INTRODUCTION AND APPLICATION.** These Terms describe the terms under which Snowflake makes Snowflake Connectors available for Customer's optional use.

4. USE RESTRICTIONS AND CUSTOMER RESPONSIBILITIES WITH RESPECT TO SNOWFLAKE CONNECTORS.

- 4.1. **General.** Customer shall acquire and maintain all rights and licenses to the applicable External System necessary for Customer's use of the applicable Snowflake Connector in connection therewith, including pursuant to any External System-provider terms that may apply. Customer warrants that it has and will have sufficient rights in its data to grant the rights to Snowflake under these Terms. Customer shall use Snowflake Connectors in accordance with (a) these Terms; (b) the Documentation; and (c) all applicable laws, regulations, and any other legal requirements, including, without limitation, any applicable data protection laws or regulations, or any data localization or data sovereignty laws, regulations, or any other third-party legal requirements applicable to Customer.
- 4.2. **Access, Processing, and Replication of Data from External Systems.** Subject to these Terms, Customer hereby grants to Snowflake and its Authorized Snowflake Affiliates a non-exclusive, worldwide, royalty-free right to access, process, and replicate (pursuant to these Terms) Customer's

data from the External System to the extent necessary to provide the Snowflake Connector to Customer, to prevent or address service or technical problems therein, or as may be required by law. For clarity, any data that a Snowflake Connector accesses, processes, or replicates from an External System will not constitute Customer Data except to the extent such data is stored or processed within Customer's Account.

- 4.3. Use Restrictions.** Customer shall not, and shall not permit any third party to, directly or indirectly: (i) reverse engineer, decompile, disable, modify, create derivative works of, derive or otherwise attempt to discover the source code (in whole or in part) underlying any Snowflake Connector; (ii) attempt to probe, scan, or test the vulnerability of any Snowflake Connector; (iii) breach or attempt to breach the security or authentication measures of any Snowflake Connector or willfully or intentionally render any part of a Snowflake Connector unusable; (iv) use the Snowflake Connector other than as described in the Documentation; or (v) use any Snowflake Connector in violation of the Acceptable Use Policy. Further, Customer shall not use any Snowflake Connector in a manner that (i) causes Snowflake to be in breach of its obligations under applicable laws and regulations; or (ii) violates the rights or terms of any third-party.

5. ACCESS TO SNOWFLAKE CONNECTORS.

- 5.1. License Grant.** Subject to these Terms, Snowflake hereby grants Customer a non-exclusive, non-sublicensable, non-transferable, revocable license to install, integrate, and use the applicable Snowflake Connector for Customer's internal business purposes for as long as Customer has valid access to the Service.
- 5.2. Open Source Licenses.** If any Snowflake Connector is offered (in whole or in part) under an open source license, the terms of such license will apply to the use of such open source components, including, without limitation, any provisions governing access to source code, modification, or distribution. In the event of any conflict between the open source license and these Terms, the open source license shall govern to the extent such conflict relates to Customer's utilization of the open source components.

- 6. CONNECTOR USAGE DATA.** Snowflake may collect and use Connector Usage Data to develop, improve, support, and operate its products and services, including Snowflake Connectors. Snowflake will collect and disclose Connector Usage Data in accordance with Snowflake's attached hereto as Exhibit I and at <https://www.snowflake.com/legal/> (or such successor URL as may be designated by Snowflake).

7. INTELLECTUAL PROPERTY.

- 7.1. Snowflake Rights.** Snowflake and its suppliers have and will retain all right, title, and interest (including, without limitation, all patent, copyright, trade secret, or other proprietary rights) in and to the Snowflake Connectors, and any modifications, improvements, and derivative works of the foregoing.
- 7.2. Feedback.** At its option, Snowflake may freely use and incorporate any suggestions, comments, or other feedback about the Snowflake Connectors voluntarily provided by Customer or by any Authorized Users into Snowflake's products and services.
- 7.3. External Systems; Right to Discontinue.** Snowflake selects, in its sole discretion, which Snowflake Connectors to develop and maintain. Customer acknowledges that the operation and functionality of a Snowflake Connector is dependent on the accessibility, compatibility, and stability of the External System to which the Snowflake Connector connects. Customer recognizes that the External System is not under Snowflake's control, and therefore Snowflake has limited influence over changes, updates, and maintenance of the External System. If changes, disruptions, or circumstances related to the External System impede or render impractical the operation of a Snowflake Connector, Snowflake reserves the right to discontinue or cease maintenance of the Snowflake Connector. Snowflake shall make reasonable efforts to notify Customer of any such discontinuation or cessation of maintenance, including providing notice through the Snowflake Connector's Supplemental Documentation. Snowflake shall not be liable for any damages or losses incurred by Customer or third parties due to the discontinuation or cessation of maintenance of a Snowflake Connector.

8. ADDITIONAL TERMS.

- 8.1. Previews.** Snowflake may make certain Snowflake Connectors (or features therein) available as a Preview, and any such Preview is subject to the Preview Terms. Customer agrees that the Preview Terms govern Customer's use of Previews and supersede any other terms that may otherwise conflict with respect to use thereof. For clarity, with respect to providing the Snowflake Connector (or features therein) as a Preview, (i) these Terms constitute the "Agreement" as used in the Preview Terms; and (ii) all references to the "Service" solely within the Preview Terms shall mean Snowflake Connectors.
- 8.2. Paid Connectors.** Snowflake may offer Snowflake Connectors that are subject to a Paid Connector Addendum. For clarity, no Paid Connector Addendum will become effective unless and until Customer's Snowflake Admin expressly agrees to such Paid Connector Addendum within the Service.

9. TERM AND TERMINATION.

- 9.1. Term and Termination.** The term begins on the Effective Date and will renew automatically on a month-to-month basis not to exceed twelve (12) months from the Effective Date until either Party provides the other Party written notice of such Party's intent to terminate ("**Term**"). Notwithstanding the preceding sentence, these Terms will continue while a Paid Connector Addendum is in effect in accordance with its terms.
- 9.2. Survival.** This Section 9 (Term and Termination) and the following sections will survive any termination of these Terms: Sections 1 (Important Terms); 2 (Definitions); 4.1 (General); 4.3 (Use Restrictions); 6 (Connector Usage Data); 7 (Intellectual Property); 10.2 (No Warranty for External Systems); 10.3 (Warranty Disclaimer); 11 (Limitations of Liability); 12 (General Terms); and 13 (Defined Terms).
- 9.3. Effect of Termination.** Upon termination of these Terms: (i) Snowflake may limit, suspend, or terminate Customer's ability to access and use any Snowflake Connector; and (ii) Customer will, and will ensure its Authorized Users, promptly cease all use of the applicable Snowflake Connectors. Snowflake will have no liability for any such limitation, termination, or suspension of access to or use of a Snowflake Connector, nor will any such limitation, termination, or suspension limit any other rights or remedies Snowflake may have under these Terms, at law, or in equity.

Where Customer is a U.S. Government Entity, the following is added to the end of this Section 9.3 (Effect of Termination):

"Upon termination of these Terms, Customer will stop using the Snowflake Connector. Any disputes related to the U.S. Government Amendment and the Terms will be resolved under the Contract Disputes Act, 41 U.S.C. 4101-7109, or other applicable law or regulation."

- 9.4. Suspension of a Snowflake Connector.** In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in these Terms, Snowflake also reserves the right to suspend a Snowflake Connector: (a) if Snowflake deems such suspension necessary as a result of Customer's breach of Section 4.1 (General) or Section 4.3 (Use Restrictions); (b) if Snowflake reasonably determines suspension is necessary to avoid material harm to Snowflake or its other customers; or (c) as required by law or at the request of governmental entities.

10. WARRANTY.

- 10.1. Snowflake Connector Warranty.** Snowflake warrants that the Snowflake Connector will operate in substantial conformity with the applicable Documentation. This warranty will not apply if the error or non-conformance was caused by: (i) Customer's misuse of the Snowflake Connector; (ii) modifications to the Snowflake Connector by Customer, its Authorized Users, or any third party; (iii) any External System; or (iv) any other services or hardware of Customer or any of its third parties used by Customer in connection with the Snowflake Connector.
- 10.2. No Warranty for External Systems.** Snowflake does not warrant or support any External Systems, nor does Snowflake assume any liability for External Systems or any terms or conditions relating thereto. Further, Customer acknowledges and agrees that Snowflake: (i) is not responsible for the privacy, security, or integrity of Customer's data that is accessed, processed, or replicated outside of the Service (i.e., data that does not constitute Customer Data); and (ii) makes no representations or

warranties regarding any External System's integration, interoperability, or functionality in connection with the Service or any Snowflake Connector.

- 10.3. Warranty Disclaimer.** EXCEPT AS EXPRESSLY STATED HEREIN, SNOWFLAKE CONNECTORS ARE PROVIDED "AS IS" AND SNOWFLAKE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SNOWFLAKE DOES NOT WARRANT THAT THE USE OF A SNOWFLAKE CONNECTOR WILL BE UNINTERRUPTED OR ERROR-FREE. SNOWFLAKE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS WITH THE SNOWFLAKE CONNECTORS RESULTING FROM OR INHERENT TO USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, EXTERNAL SYSTEMS, OR OTHER SYSTEMS OUTSIDE SNOWFLAKE'S REASONABLE CONTROL.

"Notwithstanding the above Warranty Disclaimer, where Customer is a U.S. Government Entity, in the event of a dispute between Snowflake and Customer under this Section 10.3 (Warranty Disclaimer), Customer reserves all rights and remedies under these Terms, the Contract Disputes Act, 41 U.S.C. 4101-7109, or other applicable law or regulation."

11. LIMITATIONS OF LIABILITY.

- 11.1. Exclusion of Damages.** In no event will either Party be liable to the other Party or any third party for any incidental, special, exemplary, punitive, or consequential damages, including loss of income, data, profits, revenue, or business interruption, or the cost of substitute services or other economic loss, arising out of or in connection with these Terms, whether such liability arises from any claim based on contract, warranty, tort (including negligence), strict liability, or otherwise, and whether or not such party has been advised of the possibility of such loss or damage.
- 11.2. Total Liability.** Except with respect to (i) Customer's breach of Section 4.3 (Use Restrictions); and/or (ii) claims based on liability which, by law, cannot be limited (e.g., tort claims for gross negligence and intentional misconduct), in no event will either Party's total liability to the other Party for all claims in the aggregate (for damages or liability of any type) in connection with these Terms exceed \$50 (USD).

12. GENERAL TERMS.

- 12.1. Assignment.** These Terms will bind and inure to the benefit of each Party's permitted successors and assigns. Neither Party may assign these Terms without the advance written consent of the other Party, except that Snowflake may assign these Terms in their entirety to any Affiliate without restriction. Snowflake will promptly provide notice of any such assignment. Any other attempt to assign these Terms will be null and void.

Notwithstanding the foregoing, where Customer is a U.S. Government Entity, the above Section 12.1 (Assignment) is hereby deleted in its entirety and replaced with the following:

"12.1. Assignment. Snowflake may, in accordance with FAR § 42.12, assign this Agreement to any Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without Snowflake's prior written consent (not to be unreasonably withheld). Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns."

- 12.2. Subcontracting.** Either Party may use subcontractors and other third-party providers in connection with the performance of its activities under these Terms as it deems appropriate, provided that each such Party remains responsible for the performance of its subcontractors and third-party providers.
- 12.3. Snowflake Affiliates.** While Snowflake remains fully liable and responsible for all Snowflake obligations under these Terms, the Parties acknowledge that certain Snowflake obligations under these Terms may be fulfilled by other Authorized Snowflake Affiliates.

- 12.4. Severability and Interpretation.** If a court of competent jurisdiction holds any provision of these Terms to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these Terms will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of these Terms. The term “including” and its derivatives will be interpreted to mean “including without limitation.”

Notwithstanding the foregoing, where Customer is a U.S. Government Entity, the above Section 12.5 (Governing Law, Jurisdiction, and Venue) is hereby deleted in its entirety and replaced with the following:

“12.5. Governing Law, Jurisdiction, and Venue. Where Customer is a U.S. federal entity, these Terms will be governed by federal law and where Customer is a U.S. state entity, these Terms will be governed by the applicable U.S. state law.”

- 12.5. Notice.** All notices must be in writing (in English) and addressed to the Parties via email: (i) for Snowflake, notice must be sent to legalnotices@snowflake.com; and (ii) for Customer, to an email address that: (x) is registered and maintained in the Service; or (y) has subscribed to notifications of Terms changes. If no such email is registered, Customer acknowledges that the means of notification shall be at Snowflake’s reasonable discretion (which may include using the Customer-designated email address associated with the Snowflake Admin of the affected Account(s)). Where no such email is registered, Customer acknowledges that Snowflake’s ability to timely notify shall be negatively impacted. Notices will be deemed to have been received by the addressee upon the day of sending by email. Snowflake may change its email address for notices under these Terms by providing Customer written notice in accordance with this Section 12.6 (Notice). Customer may change its email address for notices by updating it within the Service.
- 12.6. Changes to Terms.** Notwithstanding anything in these Terms to the contrary, Snowflake may non-materially update or change these Terms, including by posting updated terms on the Snowflake website. Snowflake will provide 30 days written notice prior to the effective date of such changes. Customer’s sole and exclusive remedy if it does not agree to any non-material updates or changes to these Terms will be to terminate these Terms in accordance with Section 9.1 (Term and Termination). Customer’s failure to terminate these Terms within 10 days of the occurrence of any non-material update or change to these Terms, will constitute Customer’s agreement to such update or change.
- 12.7. Waivers.** No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claiming to have waived.
- 12.8. Entire Agreement.** These Terms are the complete and exclusive statement of the mutual understanding of the Parties in connection with Customer’s use of the Snowflake Connectors and supersede and cancel all previous written and oral agreements, understandings, and communications relating to the subject matter in these Terms. Each Party represents that, in connection with the Snowflake Connectors, it has not relied on any term or representation not contained in these Terms. Any Customer, including any Customer that is a U.S. Governmental Entity, that is subject to any additional requirements or terms and conditions (whether by way of applicable law, statute, rules, regulations and/or policy (“**Additional Terms**”)) that conflict with these Terms or otherwise impose additional obligations or restrictions on Snowflake, is prohibited from use of all Snowflake Connectors unless approved by Snowflake in writing.
- 12.9. Export Control.** Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer: (i) represents and warrant that Customer is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country, or part thereof, that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country; (ii) will not (and will not permit any third parties to) access or use the Snowflake Connectors in violation of any U.S. export embargo, prohibition or restriction; and (iii) will not submit or pass through the Snowflake Connectors any information that is controlled under the U.S. International Traffic in Arms Regulations.
- 12.10. Force Majeure.** In accordance with FAR Clause 52.212-4(f), Neither Party will be liable to the other for any delay or failure to perform any obligation under these Terms if the delay or failure results from

any cause beyond such Party's reasonable control that could not have been prevented through the use of commercially reasonable safeguards, including acts of God, labor disputes, or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

- 12.11. Independent Contractors.** The Parties are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the Parties. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent and neither Party's employees are eligible for any form or type of benefits, including, but not limited to, health, life, or disability insurance, offered by the other Party to its employees.

13. DEFINED TERMS.

- 13.1. "Acceptable Use Policy"** means Snowflake's acceptable use policy attached as Exhibit A to the main body of the Agreements made available at www.snowflake.com/legal. The Parties agree that, for purposes of these Terms, references in the Acceptable Use Policy to "the Service" shall be replaced with "the Snowflake Connectors."
- 13.2. "Account(s)"** means Customer's account(s) in the Service as described in the Customer Agreement.
- 13.3. "Affiliate"** means (a) for Customer, any entity that directly or indirectly controls, is controlled by, or is under common control with Customer, where "control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of Customer; and (b) for Snowflake, the Authorized Snowflake Affiliates set forth at <https://www.snowflake.com/legal/snowflake-sub-processors/> (or such successor URL as may be designated by Snowflake).
- 13.4. "Authorized Users"** means employees and contractors of Customer who are authorized by Customer to use the Snowflake Connectors.
- 13.5. "Connector Usage Data"** means usage and operations data in connection with Customer's use of a Snowflake Connector, including metadata.
- 13.6. "Customer"** means the person or entity accepting these Terms.
- 13.7. "Customer Agreement"** means the Agreement, or if no such written agreement exists, the Snowflake Terms of Service located at <https://www.snowflake.com/legal/> (or such successor URL as may be designated by Snowflake), together with all expressly incorporated addenda, policies, exhibits, attachments, Order Forms, and other terms incorporated by reference therein, entered by and between Customer and Snowflake.
- 13.8. "Customer Data"** has the meaning set forth in the Customer Agreement.
- 13.9. "Documentation"** means the current technical documentation and usage guides for the Snowflake Connectors, made available at <https://docs.snowflake.com> or <https://other-docs.snowflake.com/> (or such successor URL as may be designated by Snowflake).
- 13.10. "Effective Date"** means the date of Customer's initial installation or use of a Snowflake Connector.
- 13.11. "External System(s)"** means a Customer-acquired third-party system, application, database, or platform with which a Snowflake Connector integrates.
- 13.12. "Order Form"** means the Snowflake ordering document (and/or SOW, if applicable) governed by the Customer Agreement that is signed by Snowflake and Customer and specifies the Service procured by Customer.
- 13.13. "Paid Connector Addendum"** means an addendum to these Terms governing the use of a Snowflake Connector that requires separate payment to Snowflake.

- 13.14. **"Parties"** means Snowflake Inc. and Customer, collectively.
- 13.15. **"Party"** means either Snowflake or Customer, respectively, as required by the context of its use.
- 13.16. **"Preview"** means preview, beta, or other pre-general availability release of integrations and features for the Snowflake Connectors that are offered by or on behalf of Snowflake.
- 13.17. **"Preview Terms"** means the attached Preview Terms of Service located at <https://www.snowflake.com/en/legal/> (or such successor URL as may be designated by Snowflake).
- 13.18. **"Public Sector Entity"** means an agency, organization, or other entity that is within (or is majority publicly-funded, -owned, -managed, or -controlled by): (i) any country's government at any level; (ii) a quasi-government entity (such as the World Bank); (iii) an international governing/regulatory body (such as an EU institution); or (iv) a majority publicly-funded institution (such as a college, university, or hospital).
- 13.19. **"Service"** means the generally available software-as-a-service offering hosted by or on behalf of Snowflake as defined in the Customer Agreement, which for clarity, excludes the Snowflake Connectors.
- 13.20. **"Snowflake"** means either Snowflake Inc. or an Authorized Snowflake Affiliate, as applicable, which is a party to the Customer Agreement governing Customer's use of the Service. For clarity, unless otherwise specified in the applicable Order Form or the Customer Agreement, the Snowflake entity contracting with Customer or the Customer Affiliate hereunder is as set forth under "Contracting Entities" at <https://www.snowflake.com/legal/> (or such successor URL as may be designated by Snowflake).
- 13.21. **"Snowflake Admin"** means an individual authorized to accept these Terms on behalf of Customer.
- 13.22. **"Snowflake Connector"** means a component that enables Customer to access its data from an External System and ingest the data into Customer's Snowflake Account, as described in the Documentation.
- 13.23. **"Term"** has the meaning set forth in Section 9.1 (Term and Termination).
- 13.24. **"Terms"** means these Snowflake Connector Terms, together with any non-material addenda hereto in effect, made available at <https://www.snowflake.com/legal/> (or such successor URL as may be designated by Snowflake), which may be non-materially updated from time to time in accordance with Section 12.7 (Changes to Terms).
- 13.25. **"U.S. Government Amendment"** means the U.S. Government Amendment attached hereto and available at www.snowflake.com/legal (or such successor URL as may be designated by Snowflake).
- 13.26. **"U.S. Governmental Entity"** means an agency of the federal government of the United States of America, or any government of any state thereunder. If the U.S. Governmental Entity is a state government or an agency of a state government, then references to federal law or regulations shall be replaced with a reference to the corresponding state law or regulation if such exists.
- 13.27. **"Snowflake Public Sector Reseller"** means a distributor or reseller authorized to resell the Service to Public Sector Entities.

PREVIEW TERMS OF SERVICE

Last Updated: November 24, 2020

These Preview Terms of Service ("**Preview Terms**") supplement the agreement between Customer and Snowflake under which Snowflake provides its software-as-a-service offering ("**Agreement**"). These Preview Terms describe the terms under which Snowflake offers preview, beta, or other pre-release features, services, software, regions, or cloud providers as determined by Snowflake at its sole discretion ("**Previews**"). Snowflake will notify Customer of available Previews, which may be provided through the release notes, and will generally identify Previews in the Documentation. These Preview Terms may be updated by Snowflake from time to time upon notice (which may be provided through the Service or by posting an updated version of these Preview Terms). Capitalized terms not defined in these Preview Terms shall have the meaning given to them in the Agreement.

WARRANTY DISCLAIMERS. PREVIEWS ARE NOT READY FOR PRODUCTION AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. ACCORDINGLY, THE PREVIEWS ARE PROVIDED BY SNOWFLAKE ON AN "AS IS" BASIS AND AS AVAILABLE, AND CUSTOMER'S ACCESS TO AND/OR USE OF PREVIEWS IS AT CUSTOMER'S SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SNOWFLAKE EXPRESSLY DISCLAIMS ALL AND CUSTOMER WILL RECEIVE NO WARRANTIES AND CONDITIONS OF ANY KIND FOR PREVIEWS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM SNOWFLAKE OR THROUGH THE PREVIEWS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THE PREVIEW TERMS.

Customer may use Previews solely for internal evaluation purposes. Previews are excluded from Snowflake's support and service level obligations. Previews are excluded from Snowflake's security, compliance and privacy commitments. Customers shall not use Previews to process personal data or other data that is subject to any compliance or legal requirements. Snowflake may change or discontinue Previews at any time without notice. Snowflake also may choose not to make a Preview generally available. Snowflake may use information about Customer's use and evaluation of Previews for Snowflake's product improvement and development. Customer acknowledges that use of Previews may be subject to charges as described in the Consumption Table. Non-public information about a Preview is deemed to be the Confidential Information of Snowflake. Notwithstanding anything to the contrary in the Agreement, in the event of any conflict between the Agreement and these Preview Terms, these Preview Terms shall govern solely in connection with the Previews.

LIMITATION ON LIABILITY. IN NO EVENT SHALL SNOWFLAKE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL AND/OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THESE PREVIEW TERMS AND/OR WHETHER DIRECT OR INDIRECT: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, AND (v) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND WHETHER OR NOT SNOWFLAKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SNOWFLAKE LIABILITY HEREUNDER IS LIMITED TO \$50.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

SNOWFLAKE CUSTOMER-CONTROLLED DATA SHARING FUNCTIONALITY TERMS

Last Updated: July 22, 2026

These Customer-Controlled Data Sharing Functionality Terms ("**Data Sharing Terms**") supplement the agreement between Customer and Snowflake under which Snowflake provides its software-as-a-service offering ("**Agreement**"), and set forth the terms under which Snowflake makes its Data Sharing Functionality available for Customer's use as an Optional Offering and under which Snowflake permits third-party use, as described below. "**Data Sharing Functionality**" means the features of the Service that enable Customer, at its option and in its sole discretion, to share data, software, services, and/or metadata ("**Provider Materials**") with other Customer-designated Snowflake customers and/or Third Party Users (as defined below), and to access or use Provider Materials from other Snowflake customers, as further described in the Documentation.

The Snowflake customer sharing its Provider Materials is a "**Provider**," and the Snowflake customer accessing or using Provider Materials is a "**Consumer**." Capitalized terms not defined herein shall have the meaning given to them in the Agreement.

1. When Customer is Provider. If Customer is using the Data Sharing Functionality as a Provider by providing any Provider Materials, Provider acknowledges and agrees that: (1) Consumers will have the access to Provider Materials designated by Provider (including to view, download, and query the Provider Materials) and that it is Provider's sole responsibility to evaluate any risks related to its sharing of Provider Materials with Consumers; (2) Snowflake has no control over, and will have no liability for, any acts or omissions of any Consumer with respect to Provider's sharing of Provider Materials; (3) Provider Materials will comply with applicable laws, government regulations and any other legal requirements; and (4) Provider is solely responsible for the accuracy, content, and legality of all Provider Materials. Provider further warrants that the processing of Provider Materials by Snowflake in accordance with these Data Sharing Terms will not violate any laws or the rights of any third party.

2. When Customer is Consumer. If Customer is using the Data Sharing Functionality as a Consumer by accessing or using any Provider Materials, Consumer acknowledges and agrees that: (1) Snowflake has no responsibility or liability for such Provider Materials or Consumer's use of such Provider Materials; and (2) Snowflake may collect information about Consumer's use of and access to the Service and to Provider's Provider Materials (including identifying Consumer in connection with such information) and share it with Provider.

3. Snowflake Reviews. Snowflake may review Provider Materials from time to time, for abuse or security issues, or as may be required by law, as described in the Documentation (each such review, a "**Snowflake Review**"). Snowflake shall have no responsibility or liability for limiting or suspending the ability to share Provider Materials based on the results of a Snowflake Review, or for its failure to identify any deficiencies or problems of any type with the Provider Materials, including, issues related to compliance with applicable terms or law. Customer may not advertise or rely on any Snowflake Review as part of its own compliance or marketing activities. Snowflake hosting and processing of Provider Materials that are Customer Data in connection with Snowflake Reviews remain subject to applicable provisions of the Agreement, including the Security Addendum and Data Processing Addendum, as further described herein. By using the Data Sharing Functionality, Customer acknowledges that Snowflake Reviews of Provider Materials that are Customer Data will be performed, and Provider Materials that are Customer Data will be hosted, in the hosting region configured by Customer or as described in the Documentation.

4. Third Party Use. Subject to these Data Sharing Terms and the Agreement, Customer may, at its option and in its sole discretion (using a mechanism provided by Snowflake) authorize third-party entities that are not currently Snowflake customers ("**Third Party Users**") to access a Reader Account or a Publisher-Subscriber Account (as those features are described in the Documentation) in the Service (collectively, "**Third Party Accounts**") as further described in the Documentation and solely: (a) for purposes of sharing Provider Materials with a Third Party User; (b) in connection with Customer's software or services that make use of the Data Sharing Functionality; or (c) in connection with a Customer-offered product or service used in connection with the Service (each, a "**Provider Offering**"), provided that Customer may not offer such product or service as would a reseller or managed service provider.

4.1. Customer shall not describe its Provider Offering in any manner that could mislead or suggest to a Third Party User that its use of a Third Party Account, as provided herein, will provide a superior experience to such Third Party User becoming a Snowflake customer and procuring the Service directly from Snowflake.

4.2. Customer is solely responsible for ensuring that Third Party Users comply with all applicable legal and contractual obligations in connection with their use of the Service. Customer shall be responsible for any acts or omissions on the part of Third Party Users in their use of the Third Party Accounts as if they were acts or omissions of Customer, and Third Party Users shall constitute Users under the Agreement. Customer must retain the ability to suspend, terminate, or impose billing limits on the account.

4.3. Customer may not provide a Third Party Account to any Public Sector Entity. **“Public Sector Entity”** means an agency, organization, or other entity (or any persons acting on their behalf) that is within (or is majority publicly funded, owned, managed, or controlled by): (i) any country's government at any level; (ii) a quasi-government entity (such as the World Bank); (iii) an international governing/regulatory body (such as an EU institution); or (iv) a majority publicly funded institution (such as a college, university, or hospital).

4.4. Third Party Users authorized to access a Reader Account shall be prohibited from uploading any data into the Reader Account.

4.5. Customer shall not agree to any terms with Third Party Users that create any third-party right of action against Snowflake, or create any responsibility for Snowflake outside of the Agreement and these Data Sharing Terms. Snowflake shall not be bound by, responsible for performance of, or liable for non-performance of any terms and conditions not included in, or otherwise inconsistent with, the Agreement (as modified by these Data Sharing Terms). There are no third-party beneficiaries under these Data Sharing Terms.

4.6. Customer shall be responsible for paying for any usage of the Third Party Accounts. Customer may charge its Third Party Users for their use of such accounts or otherwise in connection with the Provider Offering. Without limiting Customer's confidentiality obligations under the Agreement, Customer may not expose its Snowflake pricing information to its Third Party Users.

4.7. Reserved.

4.8. Any data uploaded to the Publisher-Subscriber Account by a Third Party User is Customer's Customer Data as defined in the Agreement. Customer represents that it has the right to share with Snowflake any information, including personal information, about Third Party Users that Customer provides to Snowflake.

4.9. Customer may only grant access to a given Publisher-Subscriber Account to one legal entity and that entity's affiliates and contractors. Customer may not re-use a Publisher-Subscriber Account for a different legal entity. Customer shall ensure that the Third Party User does not grant access to the Publisher-Subscriber Account to any other legal entity.

4.10. Customer must ensure that Third Party Users submit support requests only as set forth in the Support Policy.

Snowflake Provider and Consumer Terms

Last Updated: March 31, 2026

1. INTRODUCTION.

1.1. Purpose. These Terms are entered into by and between Snowflake Inc. (“**Snowflake**”) and Customer to govern Customer’s use of the Marketplace as a Provider and/or Consumer, as applicable.

1.2. U.S. Government Amendment. Where Customer is a U.S. Governmental Entity, these Terms are modified by the terms and conditions set forth in the U.S. Government Amendment attached as Appendix B (“U.S. Government Amendment”). Where there is any inconsistency or conflict between these Terms and the U.S. Government Amendment, the terms and conditions of the U.S. Government Amendment shall prevail with respect to a U.S. Governmental Entity’s use of the Marketplace.

1.3. Use of Service Features. Use of the Marketplace requires using the Service, including the Listing Functionality of the Service, but the Marketplace is not part of the Service. Customer’s use of the Service and any Account(s), including to either develop and share a Product as a Provider, or to query or make use of a Product as a Consumer, is governed by Customer’s Service Agreement, and for clarity, any claims arising in connection with the Service and/or any Account will be made under Customer’s Service Agreement and not these Terms. Utilizing the Service and any Account(s) in connection with the Marketplace will subject Customer to charges for those features as set forth in Customer’s Service Agreement. Customer’s use of any Product itself, including any and all Service features incorporated into the Product by the Provider, is subject to the applicable Listing Terms as further described herein.

1.4. Acceptance and Enforceability. To the extent Customer’s Service Agreement does not include these Terms, Customer’s Org Admin is required to accept these Terms within Snowsight (the Web interface of the Service) and, by accepting these Terms, represents and warrants that they have the authority to do so on behalf of Customer. Without limiting Section 11.10 (Entire Agreement), as of the Effective Date, prior agreements covering Customer’s use of the Marketplace are hereby terminated and superseded by these Terms. These Terms are enforceable like any written agreement signed by Customer and Snowflake.

1.5. Resellers. If Customer purchased the Service through a reseller, Customer will continue to pay such reseller for the Service. However, Customer’s use of the Marketplace, including any payments related to use of the Monetization Offering, will be subject to these Terms.

2. USE OF MARKETPLACE.

2.1. Provision of Marketplace. The Marketplace provides Customer with the abilities to offer, license, and sell Products as a Provider and purchase Products as a Consumer. Customer may create, share, manage access to, and access Products using the Service, as described in the Documentation. Snowflake will make the Marketplace available to Customer solely for use by Customer, at its option, as a Provider and/or Consumer, in accordance with these Terms, the Provider and Consumer Policies, and the Documentation. Subject to Section 5.1 (Snowflake Products), the availability of any Product in the Marketplace does not imply Snowflake’s endorsement of such Product or any affiliation with the Provider of such Product.

2.2. Monetization Offering. Customer, at its option, may use the on-platform monetization offering that Snowflake makes available, which allows for the purchase, invoicing, and collection of payments with respect to Products, as described in the Documentation (such offering and any derivative works, modifications, updates, or improvements thereto, the “**Monetization Offering**”). If Customer is using the Monetization Offering as either a Provider or Consumer, the terms attached in Appendix A (Monetization Offering Terms) of these Terms apply. Except as provided in Section 5.1 (Snowflake Products), Snowflake is not the seller of record of any Products.

2.3. Compliance with Policies. Customer will comply with the Provider and Consumer Policies, as applicable.

2.4. Previews. Snowflake may make certain Previews available to Customer. Customer may access and use Previews solely for its internal evaluation purposes and in accordance with the Preview Terms. Notwithstanding the foregoing, to the extent that Customer incorporates Previews into any Products, Customer remains responsible for such Products, including with respect to any Preview dependencies.

2.5. Snowflake Reviews. Snowflake may review Provider Materials from time to time, for abuse or security issues, or as may be required by law, as described in the Documentation (each such review, a “**Snowflake Review**”). Snowflake shall have no responsibility or liability to Providers or Consumers for either (i) limiting or suspending the ability of Providers, including Customer, to share Provider Materials based on the results of a Snowflake Review, or (ii) for Snowflake’s failure to identify any deficiencies or problems of any type with the Provider Materials, including, issues related to compliance with applicable terms or law. Snowflake’s hosting and processing of Provider Materials that are Customer Data in connection with a Snowflake Review remain subject to applicable provisions of the Customer’s Service Agreement. Snowflake may require Customer to provide additional registration or other information to verify Customer’s identity and compliance with the Provider and Consumer Policies. For clarity, Snowflake is not responsible for paying any Product Cost in connection with performing a Snowflake Review. Snowflake may identify Product(s) that are shared publicly via the Marketplace as having been successfully reviewed for certain abuse and security-related issues. Customer may not advertise or rely on any Snowflake Review as part of its own compliance or marketing activities.

2.6. Customer Responsibilities. When acting as either a Provider or Consumer, Customer is responsible for managing and protecting its User roles and credentials, including but not limited to (i) ensuring that all Users keep credentials confidential and not share such information with unauthorized parties, (ii) promptly reporting to Snowflake any suspicious activities related to Customer’s Account (e.g., a user credential has been compromised) by submitting a support ticket and designating it as a Severity Level 1 in accordance with the Support Policy, (iii) appropriately configuring User and role-based access controls, including scope and duration of User access, taking into account the nature of its Customer Data, (iv) implementing all customer configurable User access controls for all User interactive logins (e.g. individuals authenticating to the Service) including IP allowlisting and MFA, (v) maintaining appropriate password uniqueness, length, complexity, and expiration, and (vi) monitoring for potentially anomalous user activity, including using the capabilities within the Service to do so.

3. USE AS A CONSUMER. If Customer is using the Marketplace as a Consumer, the following provisions will apply:

3.1. Responsibility for Provider Materials. Providers are solely responsible and liable for their Provider Materials and use of Consumer Usage Data and, subject to Section 5.1 (Snowflake Products), Snowflake bears no responsibility or liability for such Provider Materials or use of Consumer Usage Data and makes no representations as to the Provider Materials’ completeness, accuracy, reliability, validity, availability, security, or timeliness. Customer acknowledges that, subject to Section 5.1 (Snowflake Products), the Provider, not Snowflake, is responsible for addressing any claims relating to the Provider Materials, Provider’s use of Consumer Usage Data or Customer’s access and/or use of the Provider Materials, including any (i) intellectual property or product liability claims, (ii) claims that the Provider Materials infringe or otherwise violate third-party rights or fail to conform to any applicable legal or regulatory requirement, (iii) claims arising under consumer protection or similar legislation, (iv) obligations required under applicable data protection laws, and (v) security-related claims (collectively, “**Provider Materials Claims**”).

3.2. Product Security. Products may consist of data and code that are deployed by Providers within the Service, as well as data or code that are deployed by Providers outside the Service. Customer is solely responsible for evaluating whether Product(s) meet its requirements, including quality and security requirements. To the extent that a Provider provides Snowflake with an Audit Report for its Product(s) in connection with engaging the Security Assessor and the independent auditor, pursuant to Section 4.8 (Application Audits) of these Terms, or otherwise, Customer acknowledges and agrees that Snowflake has no liability with respect to any acts or omissions on the part of such Security Assessor or independent auditor or the accuracy or content of any Audit Report provided to Snowflake by a Provider.

3.3. Listing Terms. Prior to executing any Transaction, Customer shall enter into Listing Terms with the relevant Provider. Customer acknowledges and agrees that (i) to the extent that Customer’s authorized Users accept a Provider’s Listing Terms within the Marketplace, such acceptance shall be binding on Customer; (ii) Snowflake does not guarantee that any attempts by Customer to enter into a Transaction will be accepted or approved by any Provider; and (iii) except where Snowflake is the applicable Provider, Snowflake (a) is not a party to any such Listing Terms, (b) is not responsible for the delivery of any Product, and (c) disclaims all responsibility and liability arising from or related to such Listing Terms. Except to the extent a Product is provided to Customer under Listing Terms that expressly state otherwise, Customer will not (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Product, (b) reverse engineer, disassemble, or decompile the Content or apply any other process or procedure to derive the source code of any software included in the Product, (c) resell or sublicense the Product, (d) transfer the Product outside the Service without specific authorization to do so, or (e) tamper with or circumvent any controls or make unauthorized copies of the Product.

3.4. Payments. Customer is solely responsible for payment of the Product Cost of any Products Customer purchases. Customer may be issued a Product Invoice for such Product Cost (and, subject to Section 2.6 (Taxes) of Appendix A any Taxes) by (i) the Provider, directly, or (ii) Snowflake, on behalf of the Provider, if the Provider is leveraging the Monetization Offering (in either case, the “**Invoicing Party**”). Customer will pay the Invoicing Party the Product Cost and all amounts set forth on the Product Invoice within the Payment Period specified on such Product Invoice.

3.5. Support. Unless otherwise provided by these Terms, the Provider will be solely responsible for addressing any inquiries, requests, complaints, claims, or support or maintenance matters, including those related to quality, content, errors, or refunds, relating to its Provider Materials. Any such inquiries, requests, complaints, claims, or support or maintenance matters should be directed to the applicable Provider. Customer acknowledges and agrees that, at Snowflake’s sole discretion, Snowflake may assist in resolving any dispute between Customer and any Provider.

3.6. Access to Provider Materials. Customer acknowledges and agrees that: (i) Snowflake may limit, suspend, or terminate Customer’s and any Provider’s abilities to access or use the Marketplace, subject to Section 7 (Termination of Terms); and (ii) Providers may at any time stop offering their Provider Materials via the Marketplace, subject to the terms applicable to the Provider in these Terms, the Provider and Consumer Policies, the applicable Listing Terms, and any other existing obligations between Customer and the Provider; in each case without liability to Snowflake (subject to Section 5.1 (Snowflake Products)).

3.7. Information Shared with Providers. Customer acknowledges and agrees that Snowflake may share Customer Usage Data relating to Customer’s procurement, purchase, access, and use of a Product, including general Account details and contact information (including identifying Customer and Customer’s Users in connection with such information), with the applicable Provider, as described in the Documentation. Snowflake will share any Personal Data of Customer’s Users contained within Customer Usage Data in accordance with Snowflake’s Privacy Notice attached as Exhibit I at <https://www.snowflake.com/en/legal/privacy/privacy-policy/>. Providers may use such Personal Data in accordance with their respective privacy notices provided to Customer during the Transaction, including to market their other Products. Customer may obtain the Provider’s contact information and information regarding the Provider’s processing of Personal Data from the Provider’s privacy notice.

3.8. Compliance with Applicable Law. Customer represents and warrants that it will comply with all applicable laws and regulations in connection with using the Marketplace as a Consumer, including in connection with all Transactions and Provider Materials it obtains or uses, and by obtaining all necessary consents, permissions, and licenses with respect to its access, use, and, if applicable, purchase of such Provider Materials. For clarity, to the extent that the Provider Materials include or use artificial intelligence or machine learning services or technology (“**AI Technology**”), and without limitation to any different allocation of risk as may be directly agreed upon between the relevant Provider and Customer, Customer acknowledges and agrees that (i) Customer is responsible for assessing the suitability of AI Technology for its specific use case as well as for all acts, omissions, results, decisions, and consequences arising from Customer’s use of the AI Technology, including compliance with any applicable obligations or restrictions arising from data protection laws and agreements, intellectual property laws, and laws and regulations governing the use of AI Technology; and (ii) the AI Technology is not designed for use with any sensitive, critical, vulnerable, or hazardous systems or environments, use that could result in harm to persons or property, or use that could violate individual rights.

4. USE AS A PROVIDER. If Customer is using the Marketplace as a Provider, the following provisions will apply:

4.1. Provider Materials. Customer is solely responsible for its Provider Materials (including the accuracy, content, and legality of such Provider Materials), and ensuring that its Provider Materials comply with these Terms and the applicable Provider and Consumer Policies. Snowflake bears no responsibility or liability for Customer’s Provider Materials. Customer represents and warrants that it has all necessary rights and permissions to license and, if applicable, sell its Provider Materials to Snowflake and Consumers as contemplated in these Terms. In the event of any Provider Materials Claims (including any third-party claims that Customer’s Provider Materials or a Consumer’s possession and use of Customer’s Provider Materials infringe such third party’s intellectual property rights), Customer acknowledges and agrees that it will be solely responsible for the prompt investigation, defense, settlement, and complete resolution of any such claims.

4.2. Support. Customer acknowledges and agrees that: (i) as between Customer and Snowflake, Customer is solely responsible for addressing support and maintenance matters relating to its Provider Materials and Listing Terms and inquiries or requests from Consumers regarding the Listing Terms and Provider Materials, including

any inquiries or requests related to quality, content, errors, or refunds; (ii) Snowflake will refer all such matters to Customer; (iii) Customer will handle such matters regarding the Provider Materials and the Listing Terms, including as may arise in connection with any use of a Product; in each case, unless such matters are solely caused by breach of the Terms by Snowflake; (iv) Customer will provide and maintain its contact information in the Listing Information and will be reasonably available to Consumers for all such inquiries and requests on a regular basis; and (v) at Snowflake's sole discretion, Snowflake may assist in resolving any dispute between Customer and any Consumer.

4.3. Compliance with Applicable Law. Customer represents and warrants that it will comply with all applicable laws and regulations in connection with using the Marketplace as a Provider, including in connection with all Transactions and Provider Materials generally. For clarity and without limiting the foregoing, to the extent that Customer's Provider Materials include AI Technology, Customer acknowledges and agrees that (i) Customer is responsible for compliance with any applicable legal or regulatory obligations arising from data protection laws and agreements, intellectual property laws, and laws or regulations governing the use of AI Technology; and (ii) Customer will not indicate that such AI Technology is designed for use with any sensitive, critical, vulnerable, or hazardous systems or environments use that could result in harm to persons or property, or use that could violate individual rights.

4.4. Listing Terms. Prior to executing any Transaction, Customer shall enter into Listing Terms with the relevant Consumer. Customer acknowledges and agrees that (i) to the extent that a Consumer's authorized Users accept Customer's Listing Terms within the Marketplace as described in Section 3.3 (Listing Terms), such acceptance shall be binding on Customer; (ii) Customer and not Snowflake, will be responsible for performing the obligations of any Listing Terms with Consumers; and (iii) except where Snowflake is the applicable Consumer, Snowflake (a) is not a party to any such Listing Terms, and (b) disclaims all responsibility and liability arising from or related to such Listing Terms. Customer is responsible for ensuring that its Listing Terms include, at a minimum, terms providing that: (i) the agreement is solely between Customer and the Consumer, and not Snowflake (except where Snowflake is the Consumer); and (ii) Customer is solely responsible and liable for its Provider Materials and obligations under the Listing Terms, including with respect to any terms addressing (a) data processing, (b) the completeness, accuracy, reliability, validity, availability, security, or timeliness of the Product, or (c) any maintenance or support services.

4.5. Consumer Use. Customer acknowledges that Snowflake has no control over or responsibility for how Consumers use Provider Materials. Snowflake is under no obligation to monitor or otherwise limit Consumers' use of any Provider Materials, including use of any database functions in a Product or use of any information from a Product. Customer's recourse for any actual or apparent misuse of Provider Materials by a Consumer shall be solely recoverable against the applicable Consumer.

4.6. Listing Retirement. In the event that Customer stops offering a Product in the Marketplace, Customer will allow Consumers who are accessing or using Customer's Product(s) to continue to access and use such Product(s) for the duration of time specified in the "Listing Retirement" requirements in the Documentation (such duration of time, the "**Retirement Period**").

4.7. Third-Party Notices. If applicable, Customer will promptly handle any takedown requests, and other notices of alleged infringement or illegality, or violation of third-party rights relating to the Provider Materials, as necessary to comply with applicable law, and will promptly notify Snowflake of any such requests or notices.

4.8. Application Audits. Customer, in its sole discretion, may engage Security Assessor to help facilitate Customer obtaining an Audit Report for its Product(s) from an independent auditor. Customer acknowledges and agrees that (i) Security Assessor's and the independent auditor's services are not part of the Marketplace and are subject to a separate agreement between Customer and Security Assessor; (ii) Snowflake has no liability with respect to any of Security Assessor's or independent auditor's services or the accuracy or content of any Audit Report provided to Snowflake by Customer; (iii) Customer is solely responsible for ensuring that any Audit Report provided to Snowflake is valid and applies to the Product(s) identified by Customer; and (iv) Customer is solely responsible for paying any fees and taxes associated with Security Auditor's and the independent auditor's services. To the extent that Customer provides Snowflake with an Audit Report for Customer's Product(s) in connection with engaging Security Assessor and the independent auditor, Snowflake may identify Customer's Product(s) publicly as having received an Audit Report on Customer's behalf. Customer will provide Snowflake with 30 day's prior written notice in the event that Customer intends to implement modifications to its Product(s) that could adversely affect the independent auditor's opinion reached in the Audit Report previously provided to Snowflake. Snowflake may cease identifying Customer's Product(s) publicly as having received an Audit Report upon receipt of such notice.

4.9. Product Security. Customer must promptly notify Snowflake at security@snowflake.com of any known or suspected breach of security, or any exploitable vulnerability that Customer is aware of, related to the Provider Materials that could impact any Snowflake Offerings, or cause harm to Snowflake, its customers, or any other third party.

4.10. Export Control. Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Customer acknowledges that the Marketplace is available in countries around the world (excluding countries, or parts thereof, that are subject to a complete U.S. government embargo) and that Customer has all rights needed for Customer and Snowflake to make Customer's Listing Information and Products available via the Marketplace for use by Consumers in such countries. Without limiting the foregoing, Customer: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country, or part thereof, that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use the Marketplace in violation of any U.S. export embargo, prohibition, or restriction; and (iii) will not offer or share any information that is controlled under the U.S. International Traffic in Arms Regulations via the Marketplace.

4.11. Personal Data Provided by Snowflake. For any Consumer's User's Personal Data that is provided to Customer by or on behalf of Snowflake, as described in Section 3.7 (Information Shared with Providers), Customer agrees that it, and all third parties and Affiliates (as applicable) who are provided or otherwise process the Personal Data, shall: (i) not Sell, Combine, or Share the Personal Data, (ii) not use the Personal Data in a manner that could cause any exchange of the Personal Data to qualify as a Sale or Share of such Personal Data, (iii) only use the Personal Data for Transactions and, if Customer has obtained all required consents, marketing communications limited to Products, in each case, in accordance with Customer's public-facing privacy notice and applicable law, (iv) keep the Personal Data secure, using industry-standard or better measures, and (v) cooperate with Snowflake in the satisfaction of any related data subject requests. Further transfers of the Personal Data by Customer (if any) must comply with all applicable laws and regulations governing such transfer, including any required data subject notice and/or consent. As part of its Listing Information, Customer shall provide a public-facing privacy notice that addresses the processing of such Personal Data in accordance with any requirements under applicable laws and regulations. Customer shall use commercially reasonable efforts to ensure such link remains up-to-date and operational.

4.12. Personal Data Provided by Provider. Customer shall not disclose any Personal Data in any Listing Information or Provider Profile. Customer shall not disclose or reveal Sensitive Personal Data to Consumers in any Provider Materials offered publicly via the Marketplace. If any Personal Data is included within the Provider Materials, Customer represents and warrants that it complies with all applicable laws, including that Customer (i) collects, discloses, transfers, and maintains the Personal Data in accordance with such laws (e.g., obtaining any required consents), (ii) enters into any legally required terms with Consumers prior to a Transaction, and (iii) satisfies any applicable data subject request or notification required by applicable law.

5. SNOWFLAKE AS PROVIDER.

5.1. Snowflake Products. Snowflake may provide or sell its own Product(s) as a Provider. In the event of a conflict between these Terms and any Listing Terms applicable to Snowflake's Products, the Listing Terms will take precedence over these Terms solely in connection with such Product(s).

5.2. Snowflake Product Configurations. Without limitation to any applicable Listing Terms, to the extent that Customer accesses or uses any Snowflake Product(s), Customer is solely responsible and liable for (i) any Customer Configurations, including with respect to their accuracy, content, and legality; and (ii) evaluating and ensuring that any Customer Configurations or Default Configurations that Customer selects or uses meet Customer's specific requirements, legal or otherwise.

5.3. External Offerings. Customer may, in its sole discretion, use External Offerings in connection with its use of Snowflake Products, including for transmitting data between such External Offerings and Snowflake Products. Customer acknowledges and agrees that External Offerings are not part of any Snowflake Product(s) or the Service, and Snowflake has no obligations or liability under these Terms or any Listing Terms with respect to such External Offerings or data transmissions. Customer will acquire and maintain all rights and licenses to the applicable External Offerings as are necessary for Customer's use thereof in connection with Snowflake Products, including pursuant to any governing terms that the provider of such External Offerings requires in connection with such use. To the extent Customer uses any External Offerings with Snowflake Products, Customer shall use such External Offerings in accordance with (a) the External Offering Terms, (b) the

Documentation; and (c) all applicable laws and regulations. Further, Customer shall not use External Offerings in a manner that (i) causes Snowflake to be in breach of its obligations under applicable laws and regulations; or (ii) violates the rights or terms of any third party. For the avoidance of doubt, to the extent that Customer utilizes Snowflake Products to transfer data, for which Snowflake is processor under the applicable Listing Terms, out of the Service to any External Offerings, Customer understands and agrees that such transferred data is no longer data processed by or on behalf of Snowflake.

6. INTELLECTUAL PROPERTY.

6.1. Snowflake Rights. Customer agrees that Snowflake or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Marketplace. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Marketplace is granted to Customer. Snowflake may freely use and incorporate any suggestions, comments or other feedback voluntarily provided by Customer or Users into Snowflake's products and services. Except as expressly provided for in these Terms, these Terms do not grant to Snowflake any rights in Customer's intellectual property.

6.2. Listing Information and Provider Profile. If Customer is using the Marketplace as a Provider, subject to these Terms and solely in connection with Snowflake operating, improving, and marketing the Marketplace, Customer hereby grants to Snowflake and its Affiliates a non-exclusive, worldwide, royalty-free, non-sublicensable, non-transferable (except as otherwise set forth in Section 11.1 (Assignment)), revocable (provided these Terms shall be terminated immediately upon revocation pursuant to Section 7 (Termination of Terms)) license to reproduce, distribute, display, and translate its Listing Information and Provider Profile via the Marketplace and Snowflake's website and marketing materials, including for the purpose of identifying Customer, and any third parties on whose behalf Customer makes a Product available, as a Provider. Snowflake may make reasonable, minor changes to the Listing Information and Provider Profile, such as resizing or reformatting. As between the parties, Customer owns and reserves all right, title, and interest in and to the Listing Information and Provider Profile. For the avoidance of doubt, to the extent that Customer provides Snowflake with any videos, video links, or video URLs ("**Video Content**") as part of its Listing Information or Provider Profile, the license grant in this Section 6.2 will extend to embedding such Video Content in connection with operating, improving, and marketing the Marketplace.

6.3. Content Moderation. If Customer is using the Marketplace as a Provider, Snowflake may at any time (i) modify, obfuscate, or remove any of Customer's Listing Information and Provider Profile and/or (ii) limit, suspend, or terminate Customer's access to or use of the Marketplace, including with respect to ongoing Transactions, in either case if Snowflake determines that any of Customer's Provider Materials: (a) do not comply with these Terms and/or applicable Provider and Consumer Policies; (b) have created any legal, regulatory, security, or reputational risks for Snowflake or its customers; (c) are subject to a take-down order or notice from a competent governmental authority or a credible take-down notice from a third-party; or (d) are otherwise unlawful. Snowflake's content moderation policies are described in the Provider and Consumer Policies. Consumers and other third parties may submit complaints regarding Providers and/or Provider Materials at <https://snowforce.my.site.com/s/consumer-reporting>. Providers may appeal content moderation decisions by filing a case at <https://snowforce.my.site.com/s/provider-onboarding-case>. Notwithstanding the foregoing, subject to Section 5.1 (Snowflake Products), Snowflake (i) has no duty or obligation to review, accept or deny, monitor, or otherwise control any Provider Materials or use thereof; and (ii) is under no obligation to monitor Customer's compliance with these Terms and the Provider and Consumer Policies. This Section 6.3 does not create any private right of action on the part of any third party or any expectation that Provider Materials will not contain any content that is prohibited by these Terms or the Provider and Consumer Policies. Customer must cooperate with Snowflake to promptly investigate or resolve any complaint or notice regarding its Provider Materials.

6.4. Usage Data. Customer acknowledges and agrees that Snowflake may collect and use Customer Usage Data to develop, improve, support, and operate its products and services. Snowflake may not share any Customer Usage Data that includes Customer's Confidential Information with a third party except (a) in accordance with Section 11.5 (Confidentiality), (b) to the extent the Customer Usage Data is aggregated and anonymized such that Customer and Customer's Users cannot be identified, or (c) as otherwise provided herein. Snowflake may identify Customer as eligible to use the Marketplace and/or MCD Program to Providers, including for purposes of facilitating Transactions.

7. TERMINATION OF TERMS.

7.1. Termination for Convenience. Customer may terminate these Terms for convenience at any time upon ten (10) days' prior notice to Snowflake and subject to Section 4.7 (Listing Retirement), if applicable. For the avoidance of doubt, these Terms will continue in full force and effect until the end of any applicable Retirement Period(s) under Section 4.6 (Listing Retirement). Snowflake may terminate these Terms for convenience upon 90 days' prior notice to Customer.

7.2. Termination for Cause. Either party may terminate these Terms (i) immediately if the party is required to do so by applicable law, or (ii) if Snowflake determines or reasonably suspects that: (a) Customer is violating any applicable laws, policies, or agreements (including these Terms, any applicable Listing Terms, and the Provider and Consumer Policies); (b) Customer is abusing Snowflake's services; or (c) Customer has created any legal, regulatory, security, or reputational risks for Snowflake

7.3. Cessation of Use. Customer may stop using the Marketplace or any Product at any time, subject to Section 4.7 (Listing Retirement) and any applicable Listing Terms.

7.4. Cure. Prior to exercising its rights under Section 7.2 (Termination for Cause), Snowflake will make commercially reasonable efforts to provide Customer an opportunity to cure any such prohibited conduct, unless, in Snowflake's opinion: (i) providing such a cure opportunity would be contrary to applicable law; (ii) the provision of such an opportunity, or failing to timely limit, suspend, or terminate Customer's access to or use of the Marketplace, would harm Snowflake, its customers, or any other third party; or (iii) the prohibited conduct is not reasonably capable of cure.

7.5. Effect of Termination. Upon termination of these Terms, (i) Snowflake may limit, suspend, or terminate Customer's abilities to access and use the Marketplace, as either a Provider or Consumer and (ii) Customer will promptly cease all use of the Marketplace. Snowflake will have no liability to Customer for any limitation, termination, or suspension of access to or use of the Marketplace, nor will limitation, termination, or suspension of such access or use: (i) limit any other rights or remedies Snowflake may have; (ii) entitle Customer to any refund; (iii) affect Customer's obligation to pay all Fees, , as applicable, due or otherwise accrued through the date of limitation, suspension, or termination; or (iv) affect Snowflake's obligation to pay Customer's Net Payment (subject to Section 3.5 (Fees and Expenses) of Appendix A (Monetization Offering Terms)), as applicable, that became due or otherwise accrued before Termination of these Terms.

7.6. Survival. The following sections will survive any termination of the Terms: Sections 1 (Introduction); 3.4 (Payments); 3.7 (Information Shared with Providers); 3.8 (Compliance with Applicable Law); 4.1 Provider Materials; 4.5 (Consumer Use); 4.11 (Personal Data Provided by Snowflake); 6.1 (Snowflake Rights); 6.4 (Usage Data); 7 (Termination of Terms); 8 (Indemnification); 9 (Warranty and Disclaimer); 10 (Limitations of Liability); 11 (General Terms); 12 (Definitions); and all sections of Appendix A (Monetization Offering Terms).

8. INDEMNIFICATION.

8.1. Indemnification by Snowflake. Snowflake will have the right to intervene to defend Customer against any claim by a third party alleging that the Marketplace, when used in accordance with these Terms and the Documentation, infringes any intellectual property right of such third party, and will indemnify Customer for any damages and costs finally awarded against Customer or agreed in settlement by Snowflake (including reasonable attorneys' fees) resulting from such claim. The foregoing obligations of Snowflake will not apply to the extent the applicable claim is directly attributable to: (i) Customer's gross negligence or willful misconduct; or (ii) infringement of intellectual property by any materials not provided by Snowflake (including any Provider Materials (if applicable)), either alone or in combination with the Marketplace. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

8.2. Reserved

8.3. Indemnification Procedures. In the event of a potential indemnity obligation under Section 8, the indemnified party (the "**Indemnified Party**") will: (i) promptly notify the other party (the "**Indemnifying Party**") in writing of the claim; (ii) allow the Indemnifying Party the right to control the investigation, defense, and settlement (if applicable) of such claim at the Indemnifying Party's sole cost and expense; and (iii) upon request of the Indemnifying Party, provide all necessary cooperation at the Indemnifying Party's expense. Failure by the Indemnified Party to notify the Indemnifying Party of a claim under Section 8 shall not relieve the Indemnifying Party of its obligations under Section 8. However, the Indemnifying Party shall not be liable for any litigation

expenses that the Indemnified Party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the Indemnifying Party in accordance with Section 8. The Indemnifying Party may not settle any claim that would bind the Indemnified Party to any obligation (other than payment covered by the Indemnifying Party or ceasing to use infringing materials) or require any admission of fault by the Indemnified Party, without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any indemnification obligation under Section 8 will not apply if the Indemnified Party settles or makes any admission with respect to a claim without the Indemnifying Party's prior written consent.

9. WARRANTY AND DISCLAIMER.

Subject to Section 2.4 (Previews), Snowflake warrants that the Marketplace will work in substantial conformity with the Documentation. Except as expressly set forth in these Terms and without limiting any provisions in any other agreement, the Marketplace is made available to Customer on an as-is and as-available basis and, except as set forth in the immediately preceding sentence, Snowflake makes no representations or warranties of any kind, implied or expressed, with respect to the Marketplace, including warranties of merchantability, title, non-infringement, or fitness for a particular purpose, which are disclaimed. Snowflake does not represent or warrant that the use of the Marketplace will be uninterrupted or error-free. Although Snowflake attempts to make use of the Marketplace safe, subject to Section 5.1 (Snowflake Products), Snowflake cannot and does not represent or warrant that any Provider Materials are free of harmful content or materials.

10. LIMITATIONS OF LIABILITY. Sections 10.1 (Exclusion of Damages) and 10.2 (Total Liability) below will apply: (a) regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise; (b) even if any limited remedy specified in these Terms is found to have failed of its essential purpose; (c) to the maximum extent permitted by applicable law, and (d) notwithstanding any other provision of these Terms.

10.1. Exclusion of Damages. Except with respect to Excluded Claims, in no event will either party or its Affiliates be liable to the other party or its Affiliates for any loss of use, lost or inaccurate data, interruption of business, costs of delay, cover costs, lost profits, or any indirect, special, incidental, reliance, punitive, exemplary, or consequential damages of any kind, even if informed of the possibility of such damages in advance.

10.2. Total Liability. Except with respect to Excluded Claims, in no event will either party's or its Affiliates' total liability to the other party or its Affiliates for all claims in the aggregate (for damages or liability of any type) in connection with these Terms exceed \$50,000 (USD).

11. GENERAL TERMS.

11.1. Assignment. These Terms will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign these Terms without the advance written consent of the other party. Each party shall promptly provide notice of any such assignment (which for Snowflake, may be provided by posting a notice in the Marketplace, notwithstanding Section 11.7 (Notices)). Any attempt to transfer or assign these Terms except as expressly authorized under this Section 11.1 will be null and void.

11.2. Subcontracting. Either party may use contractors in connection with the performance of its activities under these Terms as it deems appropriate, provided that each party remains responsible for the performance of each such contractors.

11.3. Snowflake Affiliates. While Snowflake remains fully liable and responsible for all Snowflake obligations under these Terms, the parties acknowledge that certain obligations under these Terms may be fulfilled by Snowflake's Affiliates.

11.4. Severability; Interpretation; Conflicts. If a court of competent jurisdiction holds any provision of these Terms to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these Terms will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect interpretation of these Terms. In the event of a conflict between Customer's Service Agreement, these Terms and/or (where applicable) the Provider and Consumer Policies relating to Customer's use of the Marketplace, the following order of priority will apply: (i) these Terms, (ii) (where applicable) the Provider and Consumer Policies, and (iii) Customer's Service Agreement.

11.5. RESERVED

11.6. RESERVED

11.7. Notices. All notices must be in writing (in English) and addressed to the parties via email: (i) for Snowflake, notices must be sent to legalnotices@snowflake.com, unless indicated otherwise herein; and (ii) for Customer, to the email address of an Org Admin as configured in the Service, or if no such email is configured in the Service, Customer's product notification email address as configured in the Service and, if neither email is configured in the Service, Customer acknowledges that the means of notice shall be at Snowflake's reasonable discretion and Snowflake's ability to timely notify shall be negatively impacted. Notices will be deemed to have been received by the addressee upon the day of sending by email. Snowflake may change its email address for notices under these Terms by providing Customer written notice in accordance with this Section 11.7. Customer may change its email address for notices by updating it within the Service.

11.8. Changes to Terms. Notwithstanding anything in these Terms to the contrary, Snowflake may non-materially update or change these Terms, including by posting updated terms on <https://www.snowflake.com/en/legal/optional-offerings/offering-specific-terms/snowflake-marketplace/provider-and-consumer-terms/>. Snowflake shall make available to Customer a mechanism to subscribe to notifications of updates to these Terms on <https://www.snowflake.com/en/legal/optional-offerings/offering-specific-terms/snowflake-marketplace/provider-and-consumer-terms/>, or via a successor mechanism. Non-material Changes to these Terms will become effective 30 days after they are posted, except to the extent that the changes apply to new functionality, or are required by applicable law, in which case they will be effective immediately.

11.9. Waivers. No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

11.10. Entire Agreement. These Terms are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of these Terms. Snowflake may change and update the Marketplace (in which case Snowflake may update the applicable Documentation accordingly), subject to the warranty in Section 9 (Warranty and Disclaimer). For clarity, all Snowflake URLs expressly referenced herein include any successor URLs as may be designated by Snowflake. Any Customer, including any Customer that is a U.S. Governmental Entity, that is subject to any additional requirements or terms and conditions (whether by way of applicable law, statute, rules, regulations and/or policy ("Additional Terms")) that conflict with these Terms or otherwise impose additional obligations or restrictions on Snowflake (excluding any such requirements, terms, conditions in Customer's Service Agreement), is prohibited from use of the Marketplace unless approved by Snowflake in writing, and Snowflake reserves the right to immediately terminate any such unauthorized use. Should Additional Terms apply, Customer may contact Snowflake at snowflakepubsecontracts@snowflake.com for additional information.

11.11. Force Majeure. In accordance with FAR Clause 52.212-4(f), Neither party will be liable to the other for any delay or failure to perform any obligation under these Terms (except for failure to pay applicable Product Cost(s), Fees, and Taxes) if the delay or failure results from any cause beyond such party's reasonable control that could not have been prevented through the use of commercially reasonable safeguards, including acts of God, labor disputes, or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

11.12. Independent Contractors. Subject to Section 3.4 (Appointment of Snowflake as Agent) of Appendix A (Monetization Offering Terms), the parties to these Terms are independent contractors, and there is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, and neither party's employees are eligible for any form or type of benefits, including health, life, or disability insurance, offered by the other party to its employees.

11.13. Choice of Language. The Parties have requested that these Terms and all related documents be drawn up in English only. (Les Parties souhaitent que les présentes Conditions et tous les documents connexes soient rédigés en anglais uniquement.)

12. DEFINITIONS.

12.1. “Account(s)” means Customer’s account(s) in the Service in which Customer stores and processes Customer Data as described in the Service Agreement.

12.2. “Additional Terms” has the meaning set forth in Section 11.10 (Entire Agreement).

12.3. “Affiliate” means: (a) for Customer, any entity that directly or indirectly controls, is controlled by, or is under common control with Customer, where “control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of Customer; and (b) for Snowflake, the Authorized Snowflake Affiliates set forth at <https://www.snowflake.com/en/legal/privacy/snowflake-sub-processors/>, and solely for purposes of Section 11.5 (Confidentiality), any entity that directly or indirectly controls, is controlled by, or is under common control with Snowflake, where “control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of Snowflake.

12.4. “AI Technology” has the meaning set forth in Section 3.8 (Compliance with Applicable Law).

12.5. “Audit Report” means an audit report from a qualified, independent auditor attesting to the sufficiency of the security controls for Product(s) made available by Providers.

12.6. “Combine” means combining Personal Data with the Personal Data of individuals that Customer has collected or received, either directly from the individual or from or on behalf of another party, for any purpose not expressly permitted by these Terms.

12.7. “Confidential Information” means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not, however, include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party.

12.8. “Consumer” means an entity who purchases, procures, or uses Product(s) from the Marketplace, including Customer as applicable.

12.9. “Customer” means the person or entity accepting these Terms and includes, as applicable, U.S. Governmental Entities.

12.10. “Customer Configurations” means all configurations, code, templates, policies, constraints, or other settings developed or created by Customer in connection with use of a Product provided by Snowflake, including any modifications, deletions, or additions to any Default Configurations made by Customer.

12.11. “Customer Data” means any data or data files of any type that are uploaded by or on behalf of Customer for storage or processing in the Service.

12.12. “Customer’s Service Agreement” means the Service Agreement between Customer and Snowflake, as may be amended.

12.13. “Default Configurations” means all default configurations, code, templates, policies, constraints, or other settings provided by Snowflake in connection with its Product(s).

12.14. “Disclosing Party” has the meaning set forth in Section 11.5 (Confidentiality).

12.15. “Documentation” means the current technical documentation and usage guides for the Marketplace, made available at <https://docs.snowflake.com/en/>.

12.16. “Effective Date” means the date on which Customer accepted these Terms in accordance with Section 1.4 (Acceptance and Enforceability).

12.17. “Excluded Claims” means obligations and claims based on: (a) a party’s payment obligations under these Terms; (b) a party’s express obligations under Section 8 (Indemnification); and/or (c) liability which, by law, cannot be limited (e.g., U.S. tort claims for gross negligence and willful misconduct).

12.18. “External Offerings” means separate or third-party data, databases, services, offerings or applications that are independent from, but interoperate with any Snowflake Offerings, and may be procured or used by Customer. For clarity, External Offerings are subject to separate terms, and Snowflake has no obligations or liability with respect thereto under these Terms.

12.19. “Fees” has the meaning set forth in Section 3.5 (Fees and Expenses) of Appendix A (Monetization Offering Terms).

12.20. “Indemnified Party” has the meaning set forth in Section 8.3 (Indemnification Procedures).

12.21. “Indemnifying Party” has the meaning set forth in Section 8.3 (Indemnification Procedures).

12.22. “Invoicing Party” means the party that provides a Product Invoice to a Consumer in accordance with Section 3.4 (Payments).

12.23. “Listing Functionality” means a Service feature that is covered by Customer’s Service Agreement and that, among other things, permits Providers to share and provide access to Products with Consumers, as described in the Documentation, and any derivative works, modifications, updates, or improvements thereto.

12.24. “Listing Information” means metadata about a Product (but not the Product itself) provided by or on behalf of the applicable Provider, as described in the Documentation. For avoidance of doubt, Listing Information includes Listing Terms.

12.25. “Listing Terms” means the written contract, license rights, pricing terms (including the Product Cost), and other terms between a Provider and a Consumer governing a Transaction.

12.26. “Marketplace” means the Snowflake Marketplace made available at <https://app.snowflake.com/marketplace> that allows Snowflake customers to offer, sell, procure, and purchase Products, as described in the Documentation, including the Monetization Offering.

12.27. “MCD Program” has the meaning set forth in the MCD Terms.

12.28. “MCD Terms” has the meaning set forth in Section 2.3 (Marketplace Capacity Drawdown Program) of Appendix A (Monetization Offering Terms).

12.29. “Monetization Offering” has the meaning set forth in Section 2.2 (Monetization Offering).

12.30. “Monetization Offering Fee Schedule” means the schedule of fees made available in Snowsight (the Web interface of the Service) or as described in the Documentation.

12.31. “Net Payment” has the meaning set forth in Section 3.5 (Fees and Expenses) of Appendix A (Monetization Offering Terms).

12.32. “Org Admin” means an individual authorized by Customer to: (i) maintain the “organization administrator” role for the Service, as described in the Documentation; and (iii) accept these Terms on behalf of Customer in accordance with Section 1.4 (Acceptance and Enforceability).

12.33. “Payment Period” means the payment schedule or due date, as stated on the Transaction’s Product Invoice.

12.34. “Payment Processing” means the processing and settlement of the Product Cost (and, where applicable, any Taxes) by Payment Processor for any Transactions.

12.35. “Payment Processor” means the third-party payment processor, Stripe Inc. (“Stripe”) or such other third-party payment processors as Snowflake may designate from time to time. Stripe’s website is available

at <https://stripe.com/> (or such successor URL as may be designated by Stripe), and Stripe's privacy policy is available at <https://stripe.com/privacy> (or such successor URL as may be designated by Stripe).

12.36. "Personal Data" means any information, including opinions, relating to an identified or identifiable natural person and includes similarly defined terms under data protection laws, including the definition of "personal information" in the California Consumer Privacy Act of 2018 (as may be amended from time to time).

12.37. "Preview(s)" means products, features, or services that Snowflake does not yet make generally available, e.g., those that are labeled as "private preview," "public preview," "pre-release" or "beta."

12.38. "Preview Terms" means the Preview Terms located in Exhibit H of the Agreement, which, for clarity, shall govern and supersede any other terms that may otherwise conflict with respect to use of Previews.

12.39. "Processor Account" has the meaning set forth in Section 1 (Payment Processing) Appendix A (Monetization Offering Terms).

12.40. "Processor Agreement" means a separate agreement between the Payment Processor and Customer (whether Customer is acting as a Provider or a Consumer) for the provision of Payment Processing by the Payment Processor.

12.41. "Product" means data, applications, software, or services offered by or on behalf of a Provider in the Marketplace.

12.42. "Product Cost" means the amount (calculated by time and/or usage) specified by a Provider for a Transaction pursuant to the applicable Listing Terms and any applicable terms in the Listing Information.

12.43. "Product Invoice" means an invoice issued for the Product Cost due for any Transaction.

12.44. "Provider" means an entity who offers its Product(s) in the Marketplace, including Customer as applicable.

12.45. "Provider and Consumer Policies" means the Provider and Consumer Policies available at <https://www.snowflake.com/provider-and-consumer-policies/>.

12.46. "Provider Materials" means any Products, Listing Information, and Provider Profiles provided by or on behalf of the applicable Provider.

12.47. "Provider Materials Claims" has the meaning set forth in Section 3.1 (Responsibility for Provider Materials).

12.48. "Provider Profile" means metadata about a Provider provided by or on behalf of the applicable Provider, as described in the Documentation.

12.49. "Receiving Party" has the meaning set forth in Section 11.5 (Confidentiality).

12.50. "Retirement Period" has the meaning set forth in Section 4.7 (Listing Retirement).

12.51. "Security Assessor" means the third-party security and compliance vendor, Vanta, Inc., or such other third-party as Snowflake may designate from time to time. Vanta's website is available at <https://www.vanta.com> (or such successor URL as may be designated by Vanta).

12.52. "Sell" or "Sale" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an individual's Personal Data to a third party for monetary or other valuable consideration.

12.53. "Sensitive Personal Data" means (i) Personal Data that is not publicly available and includes or reveals any of the following: Social Security number, driver's license, state identification card, tax identification number, passport number, military identification number, or other unique identification number issued on a government document commonly used to verify the identity of a specific individual; account log-in, financial account, debit

card or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; economic position; consumer reports (as defined under the Fair Credit Reporting Act); precise geolocation; contents of mail, email, and text messages; racial or ethnic origin, political opinions, religious or philosophical beliefs, or citizenship or immigration status; trade union membership; genetic data; biometric data, such as a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry; health or medical data; health insurance information; data concerning a natural person's sex life or sexual orientation; or Personal Data of children under 16 years of age; and (ii) any similar terms defined under data protection laws, such as 'sensitive personal information', 'personally identifiable sensitive data' defined under the Protecting Americans' Data from Foreign Adversaries Act, or bulk U.S. sensitive personal or U.S. Government-related data each as they are defined under data the U.S. Executive Order Preventing Access to American's Bulk Sensitive Personal Data and its implementing regulations.

12.54. "Service" means the generally available software-as-a-service offering hosted by or on behalf of Snowflake, which for clarity, includes the Listing Functionality.

12.55. "Service Agreement" means a separate written software-as-a-service or cloud agreement governing the Service, or if no such written agreement exists, the Snowflake Terms of Service located at <https://www.snowflake.com/en/legal/terms-of-service/>, between an entity (or one of its Affiliates) and Snowflake (or one of its Affiliates).

12.56. "Share" means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Data to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions for cross-context behavioral advertising in which no money is exchanged.

12.57. "Snowflake" has the meaning set forth in Section 1.1 (Purpose).

12.58. "Snowflake Offering" has the meaning set forth in Customer's Service Agreement, or if such term is not defined in Customer's Service Agreement, as defined in the Snowflake Terms of Service located at <https://www.snowflake.com/en/legal/terms-of-service/>, between Customer (or one of its Affiliates) and Snowflake (or one of its Affiliates).

12.59. [RESERVED]

12.60. "Snowflake Review" has the meaning set forth in Section 2.5 (Snowflake Reviews).

12.61. "Support Policy" means the Snowflake Support Policy and Service Level Agreement, attached as Exhibit D of the Agreement.

12.62. "Taxes" means any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income of Snowflake.

12.63. "Terms" means these Snowflake Provider and Consumer Terms, made available at <https://www.snowflake.com/en/legal/optional-offerings/offering-specific-terms/snowflake-marketplace/provider-and-consumer-terms/>, which may be updated from time to time in accordance with Section 11.8 (Changes to Terms).

12.64. "Transaction" means any procurement or purchase of a Product from a Provider by a Consumer.

12.65. "U.S. Government Amendment" has the meaning set forth in Section 1.2 (U.S. Government Amendment).

12.66. "U.S. Governmental Entity" means an agency of the federal government of the United States of America, or any government of any state thereunder. If the U.S. Governmental Entity is a state government or an agency of a state government, then references to federal law or regulations shall be replaced with a reference to the corresponding state law or regulation if such exists.

12.67. "Usage Data" means usage and operations data in connection with a customer's use of the Marketplace, including metadata (e.g., Listing Information and Provider Profiles).

12.68. “User” means the persons designated and granted access to the Marketplace by or on behalf of Customer, including as applicable, any of its and its Affiliates’ contractors.

12.69. “VAT/GST Registration Number” means the VAT/GST registration number of the business location(s) where Customer is legally registered and the Marketplace is used for business purposes.

12.70. “Video Content” has the meaning set forth in Section 6.2 (Listing Information and Provider Profile).

APPENDIX A

MONETIZATION OFFERING TERMS

1. PAYMENT PROCESSING. Payment Processor carries out Payment Processing for Transactions utilizing the Monetization Offering. Customer's use of the Monetization Offering is subject to the Processor Agreement. Snowflake is not a party to the Processor Agreement and is not responsible for performance of the Processor Agreement. By accepting these Terms and the Processor Agreement, Customer is agreeing to create an account with the Payment Processor for Payment Processing (the "**Processor Account**").

2. USE AS CONSUMER. If Customer is using the Monetization Offering as a Consumer, the following provisions will apply:

2.1. Purchase Order and Product Invoices. If Customer issues a purchase order for the Product Invoice to Snowflake, then: (i) any such purchase order submitted by Customer is for its internal purposes only, and Snowflake rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they add to or conflict in any way with these Terms or the applicable Product Invoice and such additional or conflicting terms will have no effect; (ii) the purchase order shall be without limitation to Snowflake's or the Provider's right to collect the total amount due on the Product Invoice; (iii) the purchase order must be for the total amount due on the Product Invoice; and (iv) on request, Snowflake will reference the purchase order number on the associated Product Invoices (solely for administrative convenience), so long as Customer provides the purchase order (with the purchase order number) to Snowflake at the time of the Transaction. All Product Invoices issued by or on behalf of Snowflake will be provided in English only.

2.2. Payments. All payments made under these Terms to Snowflake will be made in U.S. dollars to an account designated by Snowflake, or such other payment method mutually agreed upon by the parties, and will be non-refundable. To the extent there are any payment disputes (including any refund requests or other payment requests) between Customer and a Provider, any settlements of such disputes must be agreed upon directly between Customer and the Provider. Customer represents and warrants that Customer has the right to use any payment method that Customer submits in connection with a Transaction. Any amounts due to Providers or Snowflake and not paid when due will accrue late charges at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

2.3. Marketplace Capacity Drawdown Program. In cases where Customer has elected to participate in the MCD Program for the purchase of any Products, Customer's use of the MCD Program shall be subject to the Snowflake Marketplace Capacity Drawdown Program Terms, attached hereto and located at <https://www.snowflake.com/en/legal/optional-offerings/offering-specific-terms/snowflake-marketplace/marketplace-capacity-drawdown-terms/> (the "**MCD Terms**"), which are incorporated herein by reference.

2.4. Payment Processor. Customer agrees that payments under these Terms for any Product Cost(s) (and, subject to Section 2.6 (Taxes) of this Exhibit A, any Taxes) will be processed by the Payment Processor in accordance with the Product Invoice. By agreeing to these Terms and entering a Transaction with a Provider, Customer acknowledges and agrees that Snowflake may enroll Customer with the Payment Processor in accordance with the Documentation and provide Payment Processor with Customer's Marketplace billing information. Customer's use of the Payment Processing services is subject to the Processor Agreement. Snowflake is not a party to the Processor Agreement and is not responsible for the performance of or under such Processor Agreement. For the avoidance of doubt, Customer's payment of the Product Cost (and, subject to Section 2.6 (Taxes) of this Exhibit A, any Taxes) to the Payment Processor in accordance with the Product Invoice will be deemed to constitute payment of such amount by Customer to the Provider.

2.5. No Set-Off. Customer will not have any rights to set off, discount, or otherwise reduce or refuse to pay any amounts due under these Terms for any reason.

2.6. Taxes. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Upon Snowflake's request, Customer will

provide to Snowflake its proof of withholding tax remittance to the respective tax authority. The VAT/GST Registration Number provided by Customer shall be used to confirm the business use of the Marketplace.

3. USE AS PROVIDER. If Customer is using the Monetization Offering as a Provider, the following provisions will apply:

3.1. Product Cost. Customer acknowledges and agrees that Customer is responsible for setting and configuring the Product Cost as part of the Listing Information.

3.2. Invoicing. Snowflake will issue the Product Invoice to each Consumer on Customer's behalf. The Product Invoice will be issued to the Consumer's Processor Account, as described in the Documentation, and will reflect the Product Cost and, subject to Section 3.9 (Taxes) of this Exhibit A, any Taxes. All Product Invoices issued by or on behalf of Snowflake will be provided in English only. If Customer is legally obligated by VAT marketplace rules to issue invoices on deemed supplies to Snowflake for record purposes, Customer will promptly notify Snowflake of such a requirement. Provider may issue such invoices to Snowflake for record purposes only. These invoices will not change or impact the payment obligations of parties under these Terms.

3.3. Payments. Each Consumer's payment of the Product Cost (and, subject to Section 3.9 (Taxes) of this Exhibit A, any Taxes) to the Payment Processor in accordance with the Product Invoice will be deemed to constitute payment to Customer of amounts due by that Consumer. Subject to Section 3.4 (Appointment of Snowflake as Agent) of this Exhibit A, Snowflake is not responsible for delivery of any payment to Customer under a Transaction where Product Costs are not actually received by Payment Processor. Except as provided in Section 3.7 (Refunds) of this Exhibit A or when required by law, all Product Costs paid by Consumers to Payment Processor are non-cancelable and non-refundable.

3.4. Appointment of Snowflake as Agent. Consumers may direct funds paid originally to Snowflake to be used to make purchases of Products offered by Customer, as reflected in the Product Invoice, if applicable. Solely with respect to such payment to Snowflake from the Consumer, Customer appoints Snowflake as its agent to represent Customer and act on its behalf. Customer acknowledges and agrees that such payment of money from Consumer to Snowflake for payment to Customer satisfies and discharges the Consumer's payment obligations to Customer to the extent of such payment. If, for any reason, payments received by Snowflake as agent of Customer are not delivered to or received by Customer, Customer may seek recourse from Snowflake as its agent, but shall have no further recourse against the relevant Consumer for such payment.

3.5. Fees and Expenses. Customer is responsible for the Snowflake fees set forth in the relevant Monetization Offering Fee Schedule (the "**Fees**"). Prior to issuing a Product Invoice, Snowflake will calculate the amount owed to Customer, which shall equal the Product Cost minus: (i) the Fees; (ii) any Taxes determined to be required in accordance with Section 3.9 (Taxes) of this Exhibit A; and (iii) any other allowable expenses incurred by Snowflake on Customer's behalf in the performance of its duties under these Terms, for which Snowflake provides advance notice to Customer (the "**Net Payment**"). Snowflake will (i) issue the Product Invoice to the Consumer; and (ii) instruct the Payment Processor to pay the Net Payment to Customer after collection of the Product Cost (and, subject to Section 3.9 (Taxes) of this Exhibit A, any Taxes) from the Consumer.

3.6. Right to Offset Payment. In calculating the Net Payment, Snowflake may offset any amounts that are or were: (i) based on Provider Materials that were not delivered to the Consumer (e.g., due to termination of the Terms, removal or modification of the Provider Materials by Customer, limitation, suspension, or termination of Customer's access to or use of the Marketplace by Snowflake in accordance with these Terms, or for Customer's failure to comply with the Provider and Consumer Policies); (ii) subject to billing disputes for Provider Materials, except in cases that Snowflake reasonably determines are initiated by a Consumer with an abnormal dispute history; or (iii) overpayment by Snowflake to Customer in prior periods, whether as a result of miscalculation by Snowflake, Customer, and/or Payment Processor.

3.7. Refunds. To the extent there are any payment disputes (including any refund requests or other payment requests) between Customer and a Consumer, any adjustment to the Net Payment must be agreed upon directly between Customer and the Consumer. Customer will instruct Payment Processor to process refunds or reverse any payments from the Net Payment in accordance with the Documentation.

3.8. Reports. Snowflake will provide reports regarding the Transactions made using the Monetization Offering. These reports will include the information described in the Documentation about the Products accessed, used, and purchased by Consumers, including the Product Cost, Fees, the Net Payment, and, subject to Section 3.9

(Taxes) of this Exhibit A, any Taxes. Any data provided in these reports regarding Consumers constitutes Usage Data.

3.9. Taxes Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).. The VAT/GST Registration Number provided by Customer shall be used to confirm the business use of the Marketplace.

APPENDIX B

U.S. GOVERNMENT AMENDMENT TO SNOWFLAKE PROVIDER AND CONSUMER TERMS

Last Updated: March 31, 2026

This U.S. Government Amendment (this “**U.S. Government Amendment**”) to the Snowflake Provider and Consumer Terms, available at <https://www.snowflake.com/legal/snowflake-provider-and-consumer-terms/> (or such successor URL as may be designated by Snowflake) (as updated from time to time, the “Terms”) by and between Snowflake Inc. (“Snowflake”) and the U.S. Governmental Entity accepting the Terms and this U.S. Government Amendment (“Customer”) is effective as of the Effective Date of the Terms. Unless otherwise defined in this U.S. Government Amendment, all capitalized terms used herein will have the meanings ascribed to them in the Terms. The parties agree as follows:

1. SERVICE AGREEMENT. Customer understands and agrees that use of the Marketplace as a Consumer and/or Provider is contingent upon there being a valid Service Agreement in effect throughout its use of the Marketplace as a Consumer and/or Provider.

2. INTRODUCTION. Section 1.4 (Acceptance and Enforceability) of the Terms is hereby deleted in its entirety and replaced with the following:

“**1.4. Acceptance and Enforceability.** To the extent Customer’s Service Agreement does not include these Terms, Customer’s Org Admin is required to accept these Terms within Snowsight (the Web interface of the Service) and, by accepting these Terms, represents and warrants that they have the authority to do so on behalf of Customer. Without limiting Section 11.10 (Entire Agreement), as of the Effective Date, prior agreements covering Customer’s use of the Marketplace are hereby terminated and superseded by these Terms. These Terms are enforceable like any written agreement signed by Customer and Snowflake. By indicating acceptance of these Terms or engaging in Transactions, Customer is accepting all the terms and conditions of these Terms on behalf of the Customer’s entity or ordering activity and not in his or her own individual capacity.”

3. TERMINATION OF TERMS. Section 7.5 (Effect of Termination) of the Terms is hereby deleted in its entirety and replaced with the following:

“**7.5. Effect of Termination.** Upon termination of these Terms, (i) Snowflake may limit, suspend, or terminate Customer’s abilities to access and use the Marketplace, as either a Provider or Consumer and (ii) Customer will promptly cease all use of the Marketplace. Snowflake will have no liability to Customer for any limitation, termination, or suspension of access to or use of the Marketplace, nor will limitation, termination, or suspension of such access or use: (i) limit any other rights or remedies Snowflake may have; (ii) entitle Customer to any refund; (iii) affect Customer’s obligation to pay all Fees, Product Costs, and Taxes, as applicable, due or otherwise accrued through the date of limitation, suspension, or termination; or (iv) affect Snowflake’s obligation to pay Customer’s Net Payment (subject to Section 3.5 (Fees and Expenses) of Exhibit A (Monetization Offering Terms)), as applicable, that became due or otherwise accrued before Termination of these Terms. Any disputes related to the U.S. Government Amendment and the Terms will be resolved under the Contract Disputes Act, 41 U.S.C. 4101-7109, or other applicable law or regulation.”

4. INDEMNIFICATION. Section 8 (Indemnification) of the Terms is hereby deleted in its entirety and replaced with the following:

“8. INDEMNIFICATION AND REPRESENTATIONS.

8.1. Indemnification by Snowflake. Snowflake will defend Customer against any claim by a third party alleging that the Marketplace, when used in accordance with these Terms and the Documentation, infringes any intellectual property right of such third party, and will indemnify Customer for any damages and costs finally awarded against Customer or agreed in settlement by Snowflake (including reasonable attorneys’ fees) resulting from such claim. The foregoing obligations of Snowflake will not apply to the extent the applicable claim is directly attributable to: (i) Customer’s gross negligence or willful misconduct; or (ii) infringement of intellectual

property by any materials not provided by Snowflake (including any Provider Materials (if applicable)), either alone or in combination with the Marketplace.

8.2. Representations by Customer. Where Customer is using the Marketplace as a Provider, Customer agrees that it is solely responsible for all risks arising from or relating to any of Customer's Provider Materials and hereby represents and warrants that its Provider Materials will not (i) violate these Terms, inclusive of the U.S. Government Amendment, or applicable law, (ii) infringe or misappropriate any third party rights, or (iii) cause harm to any third party or Snowflake.

8.3. Indemnification Procedures. In the event of a potential indemnity obligation under Section 8, the indemnified party (the "Indemnified Party") will: (i) promptly notify the other party (the "Indemnifying Party") in writing of the claim; (ii) allow the Indemnifying Party the right to control the investigation, defense, and settlement (if applicable) of such claim at the Indemnifying Party's sole cost and expense; and (iii) upon request of the Indemnifying Party, provide all necessary cooperation at the Indemnifying Party's expense. Failure by the Indemnified Party to notify the Indemnifying Party of a claim under Section 8 shall not relieve the Indemnifying Party of its obligations under Section 8. However, the Indemnifying Party shall not be liable for any litigation expenses that the Indemnified Party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the Indemnifying Party in accordance with Section 8. The Indemnifying Party may not settle any claim that would bind the Indemnified Party to any obligation (other than payment covered by the Indemnifying Party or ceasing to use infringing materials) or require any admission of fault by the Indemnified Party, without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any indemnification obligation under Section 8 will not apply if the Indemnified Party settles or makes any admission with respect to a claim without the Indemnifying Party's prior written consent. In the event of a dispute between Snowflake and Customer under this Section 8, Customer reserves all rights and remedies under the Terms, the Contract Disputes Act, 41 U.S.C. 4101-7109, or other applicable law or regulation."

5. WARRANTY AND DISCLAIMER. Section 9 (Warranty and Disclaimer) of the Terms is hereby deleted in its entirety and replaced with the following:

"9. WARRANTY AND DISCLAIMER. Subject to Section 2.4 (Previews), Snowflake warrants that the Marketplace will work in substantial conformity with the Documentation. Except as expressly set forth in these Terms and without limiting any provisions in any other agreement, the Marketplace is made available to Customer on an as-is and as-available basis and, except as set forth in the immediately preceding sentence, Snowflake makes no representations or warranties of any kind, implied or expressed, with respect to the Marketplace, including warranties of merchantability, title, non-infringement, or fitness for a particular purpose, which are disclaimed. Snowflake does not represent or warrant that the use of the Marketplace will be uninterrupted or error-free. Although Snowflake attempts to make use of the Marketplace safe, subject to Section 5.1 (Snowflake Products), Snowflake cannot and does not represent or warrant that any Provider Materials are free of harmful content or materials. Notwithstanding the foregoing, in the event of a dispute between Snowflake and Customer under this Section 9, Customer reserves all rights and remedies under the Terms, the Contract Disputes Act, 41 U.S.C. 4101-7109, or other applicable law or regulation."

6. LIMITATIONS OF LIABILITY. Section 10 (Limitations of Liability) of the Terms is hereby deleted in its entirety and replaced with the following:

"10. LIMITATIONS OF LIABILITY. Sections 10.1 (Exclusion of Damages) and 10.2 (Total Liability) below will apply: (a) regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise; (b) even if any limited remedy specified in these Terms is found to have failed of its essential purpose; (c) to the maximum extent permitted by applicable law; and (d) notwithstanding any other provision of these Terms.

10.1. Exclusion of Damages. Except with respect to Excluded Claims, in no event will either party be liable to the other party or any third party for any loss of use, lost or inaccurate data, interruption of business, costs of delay, cover costs, lost profits, or any indirect, special,

incidental, reliance, punitive, exemplary, or consequential damages of any kind, even if informed of the possibility of such damages in advance.

10.2. Total Liability. Except with respect to Excluded Claims, in no event will either party's total liability to the other party or any third party for all claims in the aggregate (for damages or liability of any type) in connection with these Terms exceed \$50,000 (USD)."

7. GENERAL TERMS.

7.1. Section 11.1 (Assignment) of the Terms is hereby deleted in its entirety and replaced with the following:

"11.1. Assignment. Snowflake may, in accordance with FAR § 42.12, assign these Terms to any Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without Snowflake's prior written consent (not to be unreasonably withheld). Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns."

7.2. Section 11.6 (Governing Law, Jurisdiction, and Venue) of the Terms is hereby deleted in its entirety and replaced with the following:

"11.6. Governing Law, Jurisdiction, and Venue. Where Customer is a U.S. federal entity, these Terms will be governed by federal law and where Customer is a U.S. state entity, these Terms will be governed by the applicable U.S. state law."

8. DEFINED TERMS.

8.1. Section 12.12 (Customer's Service Agreement) is hereby deleted in its entirety and replaced with the following:

"12.12. "Customer's Service Agreement" means that separate written software-as-a-service or cloud agreement governing the Service between Customer and Snowflake, one of Snowflake's Affiliates, or an authorized Snowflake Reseller."

8.2. A new Section 12.59 (Snowflake Reseller) is added as follows:

"12.59. "Snowflake Reseller" means a distributor or reseller authorized to resell the Service to U.S. Governmental Entities."

9. MONETIZATION OFFERING TERMS.

9.1. Section 2.2 (Payments) of Exhibit A (Monetization Offering Terms) the Terms is hereby deleted in its entirety and replaced with the following:

"2.2. Payments. All payments made under these Terms to Snowflake will be made in U.S. dollars to an account designated by Snowflake, or such other payment method mutually agreed upon by the Parties, and will be non-refundable. To the extent there are any payment disputes (including any refund requests or other payment requests) between Customer and a Provider, any settlements of such disputes must be agreed upon directly between Customer and the Provider. In the event of a dispute between Customer and a Provider, Customer reserves all rights and remedies under the Terms, the Contract Disputes Act, 41 U.S.C. 4101-7109, or other applicable law or regulation. Customer represents and warrants that Customer has the right to use any payment method that Customer submits in connection with a Transaction. Any disputed amounts due to Snowflake by Customer will be resolved under the Contract Disputes Act, 41 U.S.C. 4101-7109, or other applicable law or regulation."

9.2. Section 2.5 (No Set-Off) of the Terms is hereby deleted in its entirety and replaced with the following:

"2.5. No Set-Off. [RESERVED]."

9.3. Section 2.6 (Taxes) of the Terms is hereby deleted in its entirety and replaced with the following:

"2.6. Taxes. [RESERVED]."

9.4. Section 3.6 (Right to Offset Payment) of Exhibit A (Monetization Offering Terms) to the Terms is hereby deleted in its entirety and replaced with the following:

"3.6. Right to Offset Payment. [RESERVED]."

9.5. Section 3.9 (Taxes) of Exhibit A (Monetization Offering Terms) to the Terms is hereby deleted in its entirety and replaced with the following:

"3.9. Taxes. [RESERVED]."

SNOWFLAKE MARKETPLACE CAPACITY DRAWDOWN PROGRAM TERMS

Last Updated: March 31, 2026

1. INTRODUCTION.

These Marketplace Capacity Drawdown Terms (“**MCD Terms**”) supplement and form part of the Snowflake Provider and Consumer Terms attached hereto and located at <https://www.snowflake.com/en/legal/optional-offerings/offering-specific-terms/snowflake-marketplace/provider-and-consumer-terms/> (or such successor URL as may be designated by Snowflake) (the “**Provider and Consumer Terms**”), and are entered into by and between Snowflake Inc. (“**Snowflake**”) and Customer to govern Customer’s use of the Snowflake Marketplace Capacity Drawdown Program (the “**MCD Program**”) (as described in the Documentation and herein). Customer’s acceptance of the Provider and Consumer Terms shall constitute acceptance of these MCD Terms. By indicating acceptance of these MCD Terms or utilizing the MCD Program, Customer is accepting all the terms and conditions of these MCD Terms. These MCD Terms take precedence over the Provider and Consumer Terms or the Service Agreement in the event of a conflict to the extent such conflict relates to Customer’s use of the MCD Program. Capitalized terms used but not defined in these MCD Terms have the meanings set forth in the Provider and Consumer Terms, unless otherwise specified herein.

2. PARTICIPATION IN THE MCD PROGRAM.

2.1. Election to Participate in the MCD Program. Subject to these MCD Terms, Customer may elect to participate in the MCD Program by executing an Order Form (as such term is defined in Customer’s Service Agreement) that includes the express right for Customer to apply the MCD Cap (as defined below) to Customer’s purchase of Products made available to Customer by Providers using the Monetization Offering (each such purchase, a “**Transaction**”) (such order form, as may be amended from time to time, an “**MCD Order Form**”).

2.2. MCD Cap. Subject to this Section 2, Customer may apply up to the amount set forth in the MCD Order Form (the “**MCD Cap**”) towards Transactions (each, a “**Drawdown**”) for the full duration of the Subscription Term (as such term is defined in the MCD Order Form).

2.3. MCD Balance. The actual amount of the MCD Cap that is available to be applied by Customer towards Transactions at any specific time will be calculated and tracked by Snowflake (the “**MCD Balance**”), and Snowflake’s records will be conclusive in this regard. Payment of the MCD Balance to Snowflake is required before the MCD Balance may be applied to any Transactions.

2.4. Drawdown Application. For each Drawdown and subject to this Section 2: (a) Snowflake will issue a Product Invoice to Customer reflecting each Drawdown; (b) subject to Section 2.5 (Overage), the MCD Balance will be applied towards each Drawdown and satisfy Customer’s obligation to the Provider; and (c) Customer shall bear no risk of loss or further liability in the event that Snowflake fails to make payment to the Provider.

2.5. Overage.

2.5.1. Once Customer’s MCD Balance is exhausted, Customer must pay for any remaining Product Costs associated with any Transactions, pursuant to the Provider and Consumer Terms.

2.5.2. Notwithstanding anything in these MCD Terms to the contrary, if Customer’s consumption of the Service either (a) exceeds the amount equal to the Pre-paid Balance (defined below) minus the MCD Cap; or (b) reaches the amount equal to Customer’s committed Capacity (as such term is defined in the MCD Order Form) in the MCD Order Form minus the MCD Cap: (i) Snowflake will automatically apply any remaining MCD Balance towards Customer’s consumption of the Service; (ii) the MCD Balance will no longer be available for use by Customer; and (iii) Customer will pay for any applicable Product Costs associated with any Transactions pursuant to the Provider and Consumer Terms. As used in this section, the “**Pre-paid Balance**” means the amount(s) pre-paid by Customer during the Subscription Term in accordance with the MCD Order Form.

2.6. Rollover. Unconsumed Capacity from Order Forms with expired Subscription Terms may not be applied towards the MCD Balance.

2.7. Capacity Amendments. If Customer's Capacity commitment for the Subscription Term of the MCD Order Form is amended, Snowflake will automatically calculate and update the MCD Balance in accordance with the terms of the MCD Order Form.

2.8. Transfer of MCD Balance Upon Termination or Expiration. If either Party terminates these MCD Terms in the middle of the Subscription Term of an MCD Order Form or upon expiration of such Subscription Term, Snowflake will automatically transfer any amount remaining in the MCD Balance to Customer's Capacity balance for the Service.

2.9. No Set-Off. Customer will not have any rights to set off, discount, or otherwise reduce or refuse to pay any amounts due under these MCD Terms for any reason.

2.10. Application of MCD Balance to Overdue Invoices. If Customer is overdue on any Capacity or Product invoices, Snowflake reserves the right to apply any or all of the then-current MCD Balance to such overdue invoices.

2.11. Customer Reference. Snowflake may identify Customer as a participant in the MCD Program to third parties for purposes of facilitating Transactions. This section does not grant Snowflake the right to use Customer's name, logos, or marks in marketing materials.

3. GENERAL TERMS.

3.1. Changes to MCD Terms. Notwithstanding anything in these MCD Terms to the contrary, Snowflake may non-materially update or change these MCD Terms, including by posting updated terms on <https://www.snowflake.com/en/legal/optional-offerings/offering-specific-terms/snowflake-marketplace/marketplace-capacity-drawdown-terms/> (or such successor URL as may be designated by Snowflake). Customer's sole and exclusive remedy if it does not agree to any non-material updates or changes to these MCD Terms will be to terminate these MCD Terms in accordance with Section 7 (Termination of Terms) of the Provider and Consumer Terms. Customer's failure to terminate these MCD Terms within ten (10) days after any change will constitute Customer's consent to such change.

3.2. Entire Agreement. These MCD Terms (together with the MCD Order Form and Provider and Consumer Terms) are the complete and exclusive statement of the mutual understanding of the Parties in connection with Customer's participation in the MCD Program and supersede and cancel all previous written and oral agreements, understandings and communications relating to the subject matter in these MCD Terms. Each Party represents that, in connection with the MCD Program, it has not relied on any term or representation not contained in these MCD Terms.

3.3. Appointment of Snowflake as Agent. Customer acknowledges that the Provider of any Products on the Marketplace has appointed Snowflake as its agent to accept Customer's payment for any purchase made from such Provider on behalf of such Provider.

SNOWFLAKE OPENFLOW BYOC TERMS

Last Updated: June 4, 2025

These Terms supplement the Customer Agreement and govern Customer's use of the Openflow BYOC Offering in connection with the Service. By accessing or using the Openflow BYOC Offering, Customer is accepting all of the terms and conditions of these Terms. These Terms are enforceable like any written agreement signed by Customer and Snowflake. In the event of any conflict between these Terms and the Customer Agreement, these Terms will govern.

Where Customer is a U.S. Governmental Entity, by accessing or using the Openflow BYOC Offering, Customer is accepting all the terms and conditions of these Terms on behalf of such U.S. Governmental Entity or ordering entity and not in the capacity of the individual person accepting these Terms.

IF YOU ARE USING THE OPENFLOW BYOC OFFERING AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

1. DEFINITIONS. The definitions in Section 16 (Defined Terms) below apply to these Terms. Unless otherwise indicated, capitalized terms used but not defined herein shall have the meaning given to them in the Customer Agreement.

2. GENERAL.

2.1. Architecture. The Openflow BYOC Offering has two primary components: the Data Plane and the Control Plane.

The "**Data Plane**" is Snowflake-provided "Openflow" software, consisting of a collection of Openflow deployments, that runs in the Customer Environment to process Openflow Content, as further described in the Documentation. For clarity, the Data Plane excludes Connectors.

The "**Control Plane**" is software that runs in the Cloud Environment as part of the Service to provision and monitor Data Plane instances.

Openflow Content is processed solely within the Data Plane, not within the Control Plane. These Terms apply only when and for the duration that Customer chooses to run the Data Plane.

2.2. Provisioning. Snowflake will make the Openflow BYOC Offering available for use by Customer and its Authorized Users solely in accordance with these Terms and the Documentation.

3. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES.

3.1. Updates. Upon notice by Snowflake, Customer agrees to promptly apply all updates, security patches, and fixes to the Data Plane. Snowflake is not responsible for any bugs, vulnerabilities, or defects in the Data Plane where: (i) Snowflake has made an applicable update available; and (ii) Customer has not applied such update.

3.2. Customer Responsibilities. Customer acknowledges and agrees that Openflow Content is hosted within the Customer Environment, and Snowflake neither hosts nor controls such Customer Environment. Customer is solely responsible for: (i) securing access to the Customer Environment; (ii) securing Openflow Content within the Customer Environment; (iii) backing up Openflow Content; (iv) configuring any audit logs as appropriate; (v) installing, configuring, and operating the Data Plane in accordance with the Documentation; (vi) managing and securing the runtime environment for the Data Plane; (vii) preventing any unauthorized access to or use of the Customer Environment, Openflow Content, and the Data Plane; (viii) ensuring that the Data Plane is subject to Customer's reasonable security procedures within the Customer Environment (e.g., scanning and testing); (ix) promptly notifying security@snowflake.com of any known or suspected breach of security or misuse of the Data Plane or, to the extent it could affect the Service, the Customer Environment; (x) promptly notifying security@snowflake.com of any vulnerabilities that Customer is aware of in the Openflow BYOC

Offering; and (xi) providing, in a timely manner, all reasonably required cooperation for setup and management of the Openflow BYOC Offering.

3.3. General Obligations. Customer's use of the Data Plane and Openflow Content will comply with applicable laws, government regulations, and any other legal requirements, including but not limited to, any data privacy, localization, or sovereignty laws, regulations, and any other third-party legal requirements applicable to Customer. Customer has and will retain sole responsibility for the accuracy, content, and legality of all Openflow Content. Customer represents and warrants that Customer has and will have sufficient rights in the Openflow Content to grant any necessary rights to Snowflake under these Terms. Customer further represents and warrants that, to the extent Snowflake processes Openflow Content, Snowflake's processing of Openflow Content in accordance with these Terms will not violate any laws or the rights of any third party. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of its Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Terms if taken by Customer will be deemed a breach of these Terms by Customer.

3.4. General Restrictions. Customer shall not, and shall not permit any third party to, directly or indirectly: (i) block, disable, tamper with, or otherwise interfere with critical operations traffic (e.g., billing data) between the Data Plane and the Control Plane; (ii) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make the Data Plane available to a third party or in a service bureau or outsourcing offering; (iii) use the Data Plane to provide, or incorporate the Openflow BYOC Offering into, any substantially similar service for the benefit of a third party; (iv) reverse engineer, decompile, disable, modify, create derivative works of, derive, or attempt to discover the source code (in whole or in part) underlying the Data Plane; (v) breach or attempt to breach the security or authentication measures of the Data Plane or willfully or intentionally render any part of the Data Plane unusable; (vi) use the Data Plane other than as described in the Documentation; or (vii) use the Data Plane in violation of the Acceptable Use Policy. Further, Customer shall not use the Data Plane in a manner that (a) causes Snowflake to be in breach of its obligations under applicable laws and regulations; or (b) violates the rights or terms of any third party.

4. INTELLECTUAL PROPERTY.

4.1. License Grant. Subject to these Terms, Snowflake hereby grants Customer a non-exclusive, worldwide, non-sublicensable, non-transferable, revocable license to install, integrate, and use the Data Plane solely for Customer's internal business purposes while Customer has valid access to the Openflow BYOC Offering.

4.2. Open Source Licenses. If any part of the Data Plane is under an open source license, the terms of such license will apply to the use of such open source components, including, without limitation, any provisions governing access to source code, modification, or distribution. In the event of any conflict between the open source license and these Terms, the open source license shall govern only for such open source components.

4.3. Snowflake Rights. Snowflake and its suppliers have and will retain all right, title, and interest (including, without limitation, all patent, copyright, trade secret, or other proprietary rights) in and to the Openflow BYOC Offering, and any modifications, improvements, and derivative works of the foregoing. Except for the express limited rights set forth in these Terms, no right, title or interest in the Openflow BYOC Offering is granted to Customer.

4.4. Feedback. At its option, Snowflake may freely use and incorporate any suggestions, comments, or other feedback about the Openflow BYOC Offering voluntarily provided by Customer or by any Authorized Users into Snowflake's products and services.

5. OPENFLOW CONTENT. As between the Parties, Customer or its licensors retain all right, title, and interest (including any and all intellectual property rights) in and to Openflow Content. Subject to the terms of this Agreement, Customer hereby grants to Snowflake and its Authorized Snowflake Affiliates a non-exclusive, worldwide, royalty-free right to process Openflow Content solely to the extent necessary to provide the Openflow BYOC Offering to Customer, to prevent or address service or technical problems therein, or as may be required by law.

6. OPENFLOW USAGE DATA. Customer acknowledges and agrees that Snowflake's right to collect and use Usage Data under the Customer Agreement includes Snowflake's right to collect and use Openflow Usage Data in the same manner.

7. PREVIEWS. Notwithstanding any terms to the contrary herein, Snowflake may make certain features within the Openflow BYOC Offering available as a Preview, and any such Preview is subject to the Preview Terms. Customer agrees that the Preview Terms govern Customer's use of Previews and supersede any other terms that may otherwise conflict with respect to use thereof. For clarity, with respect to providing the Openflow BYOC Offering (or certain features within) as a Preview, (i) these Terms (together with the Customer Agreement) constitute the "Agreement" as used in the Preview Terms; and (ii) all references to the "Service" solely within the Preview Terms shall mean the Openflow BYOC Offering.

8. PRIVACY. For any Snowflake processing of Openflow Content, the attached DPA shall apply to the extent applicable to the nature of processing Openflow Content. For clarity, as between Snowflake and Customer, Snowflake shall Process (as defined in the DPA) Openflow Content only as a Data Processor (or sub-processor) (as defined in the DPA) acting on behalf of Customer and, with respect to CCPA (as defined in the DPA), as a "service provider" as defined therein, in each case regardless of whether Customer acts as a Data Controller (as defined in the DPA) or as a Data Processor on behalf of a Third-Party Controller (as defined in the DPA) with respect to Openflow Content.

9. SECURITY. The Security Addendum shall only apply to the Control Plane.

10. REPORTING, RECORD-KEEPING, AND AUDIT RIGHTS.

10.1. Reporting. Upon request, Customer, at its sole expense, will promptly provide Snowflake with (i) a detailed written report containing information sufficient for Snowflake to confirm Customer's compliance with its obligations under these Terms (including, by way of example and not limitation, Customer's compliance with any applicable licensing metrics) and (ii) records or additional information reasonably requested by Snowflake to verify the accuracy of such written report.

10.2. Audit. Snowflake may send a written request for an audit of Customer's use of the Openflow BYOC Offering (including, by way of example and not limitation, Customer's compliance with any applicable licensing metrics), including inspection of Customer's records. Following receipt by Customer of such request, Snowflake and Customer shall mutually agree in advance on the details of the audit, including the: (i) party performing the audit; (ii) cost of such audit (if any); (iii) reasonable start date; (iv) scope and duration of the audit; and (v) security and confidentiality controls applicable to any such audit. Any audit (including written reports), and any information arising therefrom shall be considered Customer's Confidential Information. Where any audit reveals an underpayment, Customer will promptly remit to Snowflake the full amount of such underpayment.

11. CONNECTORS. Customer may optionally use Connectors in connection with the Openflow BYOC Offering, attached as Exhibit H of the Agreement.

12. INDEMNIFICATION.

12.1. Indemnification by Snowflake. Snowflake will have the right to intervene to defend Customer against any claim by a third party alleging that the Data Plane, when used in accordance with these Terms, infringes any intellectual property right of such third party and will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Snowflake (including reasonable attorneys' fees) resulting from such claim. If Customer's use of the Data Plane results (or in Snowflake's opinion is likely to result) in an infringement claim, Snowflake may either: (i) substitute functionally similar products or services; (ii) procure for Customer the right to continue using the Data Plane; or if (i) and (ii) are not commercially reasonable, (iii) terminate these Terms. The foregoing indemnification obligation of Snowflake will not apply to the extent the applicable claim is attributable to: (a) the modification of the Data Plane by any party other than Snowflake; (b) the combination of the Data Plane with products or processes not provided by Snowflake; (c) any use of the Data Plane in non-conformity with these Terms or the Documentation; (d) any action arising as a result of Customer Data or Openflow Content; or (e) any deliverables or components not provided by Snowflake. This section sets forth Customer's sole remedy with respect to any claim of intellectual property infringement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

12.2. Reserved. Customer represents and warrants that its use of any Openflow Content or any Customer-offered product or service used in connection with the Data Plan will not violate these terms, any third party terms applicable to such, applicable law, infringe or misappropriate any third-party rights, or cause harm to any third party or Snowflake.

12.3. Indemnification Procedures. In the event of a potential indemnity obligation under this Section 12 (Indemnification), the indemnified party will follow the indemnification procedures specified in the Customer Agreement.

13. LIMITATION OF LIABILITY. THE LIMITATION OF LIABILITY PROVISIONS IN THE CUSTOMER AGREEMENT SHALL APPLY TO CUSTOMER'S USE OF THE OPENFLOW BYOC OFFERING. STRICTLY FOR PURPOSES OF THE LIABILITY PROVISIONS OF THE CUSTOMER AGREEMENT AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, "OPENFLOW CONTENT CLAIMS" SHALL BE A "DATA PROTECTION CLAIM" (OR EQUIVALENT TERM), AS SUCH TERM IS DEFINED AND USED IN THE CUSTOMER AGREEMENT.

14. TERM AND TERMINATION.

14.1. Term. The term begins on the Effective Date and will continue in full force and effect for the duration of the Customer Agreement, unless earlier terminated as provided below.

14.2. Termination. Either party may terminate these Terms for convenience by providing thirty (30) days' written notice to the other party in accordance with the notice provisions in the Customer Agreement. For clarity, these Terms may be terminated without terminating the Customer Agreement

14.3. Survival. This Section 14 (Term and Termination) and the following sections will survive any termination of these Terms: Sections 1 (Definitions); 3.4 (General Restrictions); 4 (Intellectual Property); 6 (Openflow Usage Data); 12 (Indemnification); 13 (Limitation of Liability); 15.2 (Warranty Disclaimer); and 16 (Defined Terms).

14.4. Effect of Termination. Upon termination of these Terms: (i) Snowflake may limit, suspend, or terminate Customer's ability to access and use the Openflow BYOC Offering; and (ii) Customer will, and will ensure its Authorized Users, promptly cease all use of the Openflow BYOC Offering and delete all copies of the Data Plane, Documentation, any associated passwords or access codes, and any other Snowflake Confidential Information related to the Openflow BYOC Offering in its possession. Snowflake will have no liability for any such limitation, termination, or suspension of access to or use of the Openflow BYOC Offering, nor will any such limitation, termination, or suspension limit any other rights or remedies Snowflake may have under these Terms, at law, or in equity.

Where Customer is a U.S. Government Entity, the following is added to the end of this Section 14.4 (Effect of Termination):

"Upon termination of these Terms, Customer will stop using the Openflow BYOC Offering. Any disputes related to the Terms will be resolved under the Contract Disputes Act, 41 U.S.C. 4101-7109, or other applicable law or regulation."

15. WARRANTY.

15.1. Snowflake Warranty. In addition to the Snowflake warranty for the Service under the Customer Agreement, Snowflake warrants that the Data Plane will operate in substantial conformity with the applicable Documentation. This warranty will not apply if the error or non-conformance was caused by: (i) Customer's misuse of the Data Plane; (ii) modifications to the Data Plane by Customer, its Authorized Users, or any third party; (iii) out-of-date software; or (iv) any other services, software, or hardware of Customer or any third parties used by Customer in connection with the Openflow BYOC Offering.

15.2. Warranty Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, THE OPENFLOW BYOC OFFERING IS PROVIDED "AS IS" AND SNOWFLAKE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SNOWFLAKE DOES NOT WARRANT THAT THE USE OF THE OPENFLOW BYOC OFFERING WILL BE UNINTERRUPTED OR ERROR-FREE. SNOWFLAKE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS WITH THE OPENFLOW BYOC OFFERING RESULTING FROM OR INHERENT TO USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE SNOWFLAKE'S CONTROL.

“Notwithstanding the above Warranty Disclaimer, where Customer is a U.S. Government Entity, in the event of a dispute between Snowflake and Customer under this Section 15 (Warranty), Customer reserves all rights and remedies under these Terms, the Contract Disputes Act, 41 U.S.C. 4101-7109, or other applicable law or regulation.”

16. DEFINED TERMS.

16.1. “Authorized Users” means employees and contractors of Customer who are authorized by Customer to use the Openflow BYOC Offering.

16.2. “Cloud Environment” has the meaning set forth in the Security Addendum. ¹

16.3. “Connectors” means Snowflake-provided software that interoperates with the Openflow BYOC Offering and facilitates data transfer to or from third-party sources. Connectors may be developed by Snowflake or by third parties.

16.4. “Control Plane” has the meaning set forth in Section 2.1 (Architecture).

16.5. “Customer” means the entity accepting these Terms.

16.6. “Customer Agreement” means the Agreement.

Notwithstanding the foregoing, where Customer is a Public Sector Entity and has purchased the Service via a Snowflake Public Sector Reseller, the above Section 16.6 (Customer Agreement) is hereby deleted in its entirety and replaced with the following:

“16.6. “Customer Agreement” means that separate written software-as-a-service or cloud agreement governing the Service, together with all expressly incorporated addenda, policies, exhibits, attachments, Order Forms, and other terms incorporated by reference therein, entered by and between Customer and Snowflake, or Customer and a Snowflake Public Sector Reseller.”

16.7. “Customer Environment” means an environment controlled by Customer for hosting software or data. For clarity, the Customer Environment excludes Snowflake’s Cloud Environment.

16.8. “Data Plane” has the meaning set forth in Section 2.1 (Architecture).

16.9. “DPA” means the data processing addendum applicable to the Parties as attached hereto and incorporated in the Customer Agreement.

16.10. “Effective Date” means the date of Customer’s initial installation or use of the Openflow BYOC Offering.

16.11. “Openflow BYOC Offering” means the “Openflow” software-as-a-service offering related to the Data Plane and the Control Plane (as described in the Documentation).

16.12. “Openflow Content” means the data stored in the Customer Environment that Customer makes available to the Data Plane.

16.13. “Openflow Content Claims” means any claims arising from a party’s breach of Section 3 (Customer Obligations and Responsibilities), Section 8 (Privacy), Section 9 (Security), or confidentiality obligations under the Customer Agreement, where such breach results in the unauthorized disclosure of Openflow Content.

16.14. “Openflow Usage Data” means usage and operations data in connection with Customer’s use of the Data Plane, including metadata.

16.15. “Parties” means Snowflake and Customer, collectively.

16.16. “Preview Terms” means the Preview Terms of Service attached hereto and located at <https://www.snowflake.com/en/legal/> (or such successor URL as may be designated by Snowflake).

16.17. “Previews” means preview, beta, or other pre-general availability release of integrations and features for the Openflow BYOC Offering that are offered by or on behalf of Snowflake.

16.18. “Public Sector Entity” means an agency, organization, or other entity that is within (or is majority publicly-funded, -owned, -managed, or -controlled by): (i) any country's government at any level; (ii) a quasi-government entity (such as the World Bank); (iii) an international governing/regulatory body (such as an EU institution); or (iv) a majority publicly-funded institution (such as a college, university, or hospital).

16.19. “Security Addendum” means the security addendum applicable to the Parties as incorporated in the Customer Agreement.

16.20. “Snowflake Public Sector Reseller” means a distributor or reseller authorized to resell the Service to Public Sector Entities.

16.21. “Terms” means these Snowflake Openflow BYOC Terms, made available at <https://www.snowflake.com/en/legal/> (or such successor URL as may be designated by Snowflake), which may be updated from time to time by Snowflake, including by posting updated terms on the Snowflake website.

16.22. “U.S. Governmental Entity” means an agency of the federal government of the United States of America, or any government of any state thereunder. If the U.S. Governmental Entity is a state government or an agency of a state government, then references to federal law or regulations shall be replaced with a reference to the corresponding state law or regulation if such exists.

16.23. “Usage Data” has the meaning set forth in the Customer Agreement. ²

SNOWFLAKE AI TERMS

Last Updated: December 20, 2025

1. Important Terms.

1.1. These AI Terms are entered into by and between Snowflake and Customer as of the Effective Date and set forth the terms under which Snowflake makes Covered AI Features available for Customer's use as an Optional Offering. These AI Terms amend and form part of the Customer Agreement.

1.2. Covered AI Features are part of the Service governed by the Customer Agreement.

1.3. By accessing and using Covered AI Features as an Optional Offering, Customer agrees that it will access and use Covered AI Features solely in accordance with the Customer Agreement, these AI Terms, the Acceptable Use Policy and the Documentation.

1.4. In the event of any conflict between these AI Terms and the Customer Agreement, these AI Terms will control with respect to the subject matter herein. Capitalized terms used but not defined herein shall have the meaning given to them in the Customer Agreement.

2. Customer Responsibilities; Restrictions on Use.

2.1. Subject to Section 4 (Indemnification), Customer is responsible for (i) the lawfulness of all Inputs and (ii) all decisions, actions, or inactions arising from its use of the Covered AI Features, including, without limitation, ensuring such decisions, actions, or inactions comply with applicable laws, regulations, and other legal requirements related to data protection, intellectual property, and the use of artificial intelligence or machine learning.

2.2. Outputs may be inaccurate, inappropriate, or biased. Customer is responsible for implementing reasonable practices, which may include human oversight, to guard against Outputs being used in an unsuitable or unlawful way or in violation of the rights of others.

2.3. Customer will not (and will not permit any third party to) use any Covered AI Features in violation of the attached Acceptable Use Policy.

3. Snowflake Commitments.

3.1. Without limiting Snowflake's confidentiality obligations under the Customer Agreement, Snowflake will only use AI Data that has been aggregated and anonymized, such that neither Customer nor its Users can be identified, to develop or improve Snowflake's products and services. Snowflake may otherwise use AI Data solely for the benefit of Customer.

3.2. Additionally, Snowflake will not use Customer Data or Usage Data (in each case, including any Inputs or Outputs) to train, re-train or fine-tune any Model that Snowflake makes available for use by other parties.

3.3. Snowflake will make Model Customizations available solely for the exclusive use of Customer and no other party.

3.4. Snowflake has implemented, maintains and will comply with reasonable artificial intelligence practices, policies, and technical and administrative mechanisms designed to promote the ethical, responsible, and lawful development of the Covered AI Features and provision of such features to its customers generally (without regard to Customer's particular use of such features).

3.5. Snowflake will provide the Covered AI Features in accordance with its obligations under laws and government regulations applicable to Snowflake's provision of such Covered AI Features to its customers generally, including, without limitation, the EU AI Act, as applicable, without regard to Customer's particular use of the Covered AI Features and subject to Customer's use of the Covered AI Features in accordance with the Customer Agreement and these AI Terms.

4. Indemnification. In addition to Snowflake's indemnification obligations set forth in the Customer Agreement, Snowflake's obligation to defend and indemnify Customer against third party intellectual property claims under the Customer Agreement also applies to each Output, except to the extent that such claims result from: (i) Customer's use of Covered AI Features in breach of the Customer Agreement, these AI Terms, the Acceptable Use Policy, or the Documentation; (ii) the Output resulting from usage of Model Customizations or a model otherwise licensed, acquired, trained, fine-tuned or provided by (or on behalf of) Customer for usage with a Covered AI Feature, (iii) Customer disabling, evading, disrupting, or interfering with any content filters or other safety systems that are built into the Service, while using Covered AI Features to generate the Output; (iv) any modification of the Output by Customer or any third party on Customer's behalf; (v) Customer providing Inputs or taking other actions intended to solicit Outputs that infringe or misappropriate any intellectual property right of a third party; (vi) Customer not having sufficient rights to provide any Customer Data or other information that, when used in conjunction with the Covered AI Features, produced the Output; or (vii) Customer using or distributing the Output in a manner that it knew, or should have reasonably been aware, would violate a third party's intellectual property rights.

5. General.

5.1. The Parties agree that these AI Terms and the Customer Agreement are the complete agreement between the Parties with respect to Covered AI Features and replace any prior oral and/or written communications between the Parties concerning Customer's use of Covered AI Features. If Customer uses a model, technology or service from a third party pursuant to the Documentation to power a Covered AI Feature, Customer will comply with any such third party's required pass-through terms as made available by Snowflake on the Website (collectively, "**Pass-Through Terms**"). Pass-Through Terms shall not amend or affect Snowflake's obligations under these AI Terms. As reasonably required, Snowflake may suspend Customer's use of a Covered AI Feature upon Snowflake's reasonable determination of Customer's breach of associated Pass-Through Terms.

5.2. Except as amended by these AI Terms, the Customer Agreement remains unchanged and in full force and effect. Snowflake may update these AI Terms from time to time; provided, however, that, solely in connection with Covered AI Features that are available during the Subscription Term, no such update to the AI Terms shall materially diminish Snowflake's obligations hereunder. Customer's use of any Preview AI Features is outside the scope of these AI Terms and is subject to the separate Preview Terms, the Acceptable Use Policy, and the Pass-Through Terms (as applicable).

6. Definitions.

6.1. "**Acceptable Use Policy**" means Snowflake's acceptable use policy, made available on the Website.

6.2. "**AI Data**" means any Inputs or Outputs that are not Customer Data.

6.3. "**AI Terms**" means these Snowflake AI Terms located on the Website, as may be updated by Snowflake in accordance with Section 5.2 above.

6.4. "**Covered AI Features**" means any generally available "Snowflake AI Features" (or successor name) identified in the Documentation.

6.5. "**Customer Agreement**" means that separate written software-as-a-service or cloud agreement governing Snowflake's provision, and Customer's use of the Service, or if no such written agreement exists, the Snowflake Terms of Service located on the Website, together with all expressly incorporated addenda, policies, exhibits, attachments, Order Forms, and other terms incorporated by reference therein, as may be amended, entered by and between Customer and Snowflake.

6.6. "**Documentation**" has the meaning ascribed to such term in the Customer Agreement or, if such term is not defined in the Customer Agreement, means docs.snowflake.com.

6.7. "**Effective Date**" means the date of Customer's initial use of any Covered AI Feature.

6.8. "**Input**" means any natural language statement, SQL request, prompt, or other query that a User provides to the Service to obtain a response or result from a Covered AI Feature.

6.9. "**Model**" means any artificial intelligence model powering a Covered AI Feature in the Service that is developed, trained, fine-tuned, licensed or acquired by Snowflake.

6.10. “**Model Customizations**” means additional or updated Model parameters or weights developed within the Service in accordance with Customer’s instructions using Customer Data via techniques such as, but not limited to, parameter efficient fine-tuning or full parameter fine-tuning.

6.11. “**Optional Offering**” has the meaning ascribed to such term in the Customer Agreement or, if such term is not defined in the Customer Agreement, means an optional feature, functionality, or other offering that Customer may use in connection with or as part of the Service, which may be subject to supplemental or separate terms.

6.12. “**Output**” means any response or result from a Covered AI Feature provided within the Service to a User in response to an Input.

6.13. “**Preview AI Features**” means any private or public preview feature designated as a “Preview AI Feature” (or other similar designation) in the Documentation.

6.14. “**Preview Terms**” means the applicable terms between Customer and Snowflake governing Customer’s use of Previews, including as may be applicable, under the Customer Agreement, and if no such terms are in place, then Snowflake’s terms of service applicable to Previews, made available on the Website.

6.15. “**Snowflake Group**” means Snowflake Inc. and its Affiliates.

6.16. “**Usage Data**” has the meaning set forth in the Customer Agreement, or if applicable in the event not otherwise defined, as may be ascribed to “Service Data” therein.

6.17. “**Website**” means <https://www.snowflake.com/en/legal/> (or such successor URL as may be designated by Snowflake).

Snowflake Model and Service Flow-Down Terms

Last Updated: April 28, 2026

If a Customer elects to use one of the following third-party developed or hosted models or services in connection with a Snowflake AI Feature, Customer must also comply with any such third party's terms and/or use policy identified below to the extent that such terms are consistent with GSAR Clause 552.212-4(w) and the AI Terms in the current GSA Schedule Contract Terms and Conditions.

Model Terms

Model Family	Models	License Agreement	Use Policy
Meta Llama 2	● Code Llama 70B ● Llama2-70b-chat ● LlamaGuard-7b	Meta Llama 2 Community License Agreement	Meta Llama 2 Acceptable Use Policy
Meta Llama 3	● Llama-3-8b-instruct ● Llama-3-70b-instruct	Meta Llama 3 Community License Agreement	Meta Llama 3 Acceptable Use Policy
Meta Llama 3.1	● Llama3.1-8b ● Llama3.1-70b ● Llama3.1-405b ● Snowflake-Llama 3.1-405b¹ ● Llama-Guard-3-8B	Meta Llama 3.1 Community License Agreement	Meta Llama 3 Acceptable Use Policy
Meta Llama 3.2	● Llama3.2-1b ● Llama3.2-3b ● Llama3.2-11b ● Llama3.2-90b	Meta Llama 3.2 Community License Agreement	Meta Llama 3.2 Acceptable Use Policy

Meta Llama 3.3	● Llama 3.3-70b ● Snowflake-Llama 3.3-70b¹	Meta Llama 3.3 Community License Agreement	Meta Llama 3.3 Acceptable Use Policy
Meta Llama 4	● Llama 4-Scout ● Llama 4-Maverick	Llama 4 Community License Agreement	Llama 4 Acceptable Use Policy
Google Gemma 7B	● Gemma-7b	Gemma Terms of Use	Gemma Prohibited Use Policy
Anthropic Claude	● Claude models	Customer may use Claude only in supported countries and regions .	Anthropic Usage Policy
Twelve Labs	● Twelve Labs models	Twelve Labs AWS Bedrock Enterprise User License Agreement	Twelve Labs Acceptable Use and Conduct Policy

¹ Snowflake-Llama models are “Built with Llama” fine-tuned versions of Meta Llama models. For more information, please see our [blog post](#) and Documentation.

Service Terms

Provider	Service	Terms	Use Policy
Microsoft	Azure OpenAI	Microsoft Generative AI Services Code of Conduct	Microsoft Acceptable Use Policy
Google	Vertex	Google Cloud Service Specific Terms applicable to AI/ML Services / Generative AI Services and End Users	Prohibited Use Policy
OpenAI (private preview)	OpenAI (private preview)	N/A	Use Policy

OPENFLOW CONNECTOR FOR ORACLE ADDENDUM

YOUR ACCESS TO AND USE OF THE OCO OFFERING IS SUBJECT TO EITHER (1) AN EXISTING AND VALID OPENFLOW CONNECTOR FOR ORACLE ADDENDUM THAT HAS BEEN AGREED BETWEEN YOU (“**CUSTOMER**”) AND SNOWFLAKE (“**APPROVED OCO ADDENDUM**”); OR (2) IF NO APPROVED OCO ADDENDUM EXISTS, THIS OPENFLOW CONNECTOR FOR ORACLE ADDENDUM (THE “**OCO ADDENDUM**”). THIS OCO ADDENDUM SUPPLEMENTS AND AMENDS THE MASTER AGREEMENT BY AND BETWEEN CUSTOMER AND THE APPLICABLE SNOWFLAKE ENTITY (“**SNOWFLAKE**”) GOVERNING CUSTOMER’S USE OF THE SERVICE (THE “**BASE AGREEMENT**” AND, TOGETHER WITH THIS OCO ADDENDUM, ANY ORDER FORM(S), AND ANY OTHER APPLICABLE ATTACHMENTS AND EXHIBITS INCORPORATED INTO THE BASE AGREEMENT BY REFERENCE, IN EACH CASE AS AMENDED, THE “**AGREEMENT**”). IF YOU ARE USING THE OCO OFFERING AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS OCO ADDENDUM, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS OCO ADDENDUM ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

DEFINITIONS. Capitalized terms used in this OCO Addendum have the meanings given in Section 7 (Definitions) or elsewhere in this OCO Addendum. Capitalized terms used but not defined in this OCO Addendum have the meanings given in the Base Agreement.

1. GENERAL.

1.1. **Licensing Models.** The OCO Offering is made available under two models:

1.1.1 “**Embedded License Use**” means use of the OCO Offering where Customer receives from Snowflake, under this OCO Addendum, the right to use the Supplier API as part of the OCO Offering. Customer’s use of the Supplier API is subject to the applicable Oracle Pass-Through Terms in Exhibit A; or

1.1.2 “**Independent License Use**” means use of the OCO Offering where Customer obtains and maintains, independently of Snowflake and outside of this OCO Addendum, the rights necessary to use the Supplier API as part of the OCO Offering. Where Customer has obtained access to the Supplier API by way of this Independent License Use model, Snowflake accepts no responsibility with respect to the Supplier API whatsoever and does not, without limitation, extend any indemnification or warranty with respect to such. Customer’s rights to use the Supplier API arise under Customer’s separate agreement with Oracle or its applicable licensor, and not under this OCO Addendum. Customer must look solely to Oracle for all matters, responsibility and obligations related to the Supplier API under this model.

1.2 **Provisioning.** Except for the Supplier API in the Independent License Use, Snowflake will make the OCO Offering available for use by Customer and its Authorized Users solely in accordance with this OCO Addendum, the Base Agreement and the Documentation.

1.3 **Supplier API.** Notwithstanding anything to the contrary hereunder or in any terms and conditions between Customer and Oracle, the Supplier API is owned or controlled by Oracle or its licensors, not Snowflake. Except for Snowflake’s express obligations under this OCO Addendum with respect to Embedded License Use, Snowflake does not control and is not responsible for: (i) the Supplier API or Oracle’s systems, services, data, support, or changes to the Supplier API; (ii) under Independent License Use, Customer’s rights to use the Supplier API or Customer’s separate relationship with Oracle; or (iii) Customer’s source systems, configurations, credentials, permissions, network connectivity, or instructions. Snowflake will not be liable for any failure, unavailability, delay, loss, or damage to the extent caused by any of the foregoing.

2. INTELLECTUAL PROPERTY.

2.1 **Supplier API License for Embedded License Use.** For Embedded License Use, subject to Customer’s payment of the applicable fees and compliance with this OCO Addendum and the Agreement, Snowflake grants Customer a limited, non-exclusive, non-sublicensable, non-transferable license to use the Supplier API solely as part of the OCO Offering for the Permitted Use for the Duration.

- 2.2 Snowflake and Supplier Rights.** Snowflake and its suppliers have and will retain all right, title, and interest (including, without limitation, all patent, copyright, trade secret, or other proprietary rights) in and to the OCO Offering, and any modifications, improvements, and derivative works of the foregoing. The OCO Offering is licensed, not sold.
- 3 REPRESENTATIONS, WARRANTIES, AND COVENANTS.**
- 3.1 Mutual.** Each party represents and warrants that it has validly entered into this OCO Addendum and has the legal power and authority to do so.
- 3.2 Embedded License Use.** If Customer elects the Embedded License Use of the OCO Offering, Customer represents, warrants, and covenants that it will (i) comply with the Oracle Pass-Through Terms in Exhibit A; and (ii) accurately and completely report to Snowflake (within the Service) Customer's use (including any subsequent changes) of the Supplier API and Customer's Licensed Core count.
- 3.3 Independent License Use.** If Customer elects the Independent License Use of the OCO Offering, Customer represents, warrants, and covenants that it has and will maintain a valid license to use the Supplier API as part of the OCO Offering pursuant to a separate, pre-existing agreement (e.g., for Oracle "GoldenGate" or successor program).
- 4 FEES AND PAYMENT.**
- 4.1 Fees.** The applicable fees for the Embedded License Use are set forth in the Consumption Table. By electing the Embedded License Use, Customer agrees to pay all such fees.
- 4.2 Restricted Commercial Arrangements.** Customer may not pay for its Embedded License Use using Capacity purchased through the Google Cloud Marketplace.
- 4.3 Right of Acceleration.** If this OCO Addendum is terminated and Customer has remaining fees that are committed but unpaid (e.g., if Customer has elected the monthly billing option on the Consumption Table), Snowflake may declare all outstanding fees due and payable immediately as a single lump sum payment.
- 5 INDEMNIFICATION.** Snowflake(the "Indemnifying Party") will defend the Customer(the "Indemnified Party") against any claim by a third party arising out of the Indemnifying Party's breach of its representations and warranties in this OCO Addendum and will indemnify and hold harmless the Indemnified Party from and against any damages and costs awarded against the Indemnified Party or agreed in settlement by the Indemnifying Party (including reasonable attorneys' fees) resulting from such claim. In the event of a potential indemnity obligation under this section, the Indemnified Party will notify the Indemnifying Party in accordance with the terms of the Base Agreement. If Customer is the U.S. Government, then to the extent any indemnity or limitation of liability obligation in this Section 5 (or any document referenced herein or appended hereto) is deemed unlawful, it will not apply. Further, where written approval of the Attorney General is required for the Government to accept the procedures in this Section 5 (Indemnification), Snowflake will, upon such approval, defend, indemnify, and hold harmless the Customer as set forth in this Section.
- 6 TERM AND TERMINATION.**
- 6.1 Term.** This OCO Addendum is effective as of the date Customer accepts this OCO Addendum and will terminate on the earlier of: (i) the termination date of the Base Agreement; or (ii) the effective date of termination of this OCO Addendum.
- 6.2 Termination.** Either party may terminate this OCO Addendum (via written notice pursuant to the notice provisions of the Base Agreement) if the other party: (a) fails to cure any material breach of this OCO Addendum (including a failure to pay applicable fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days (to the extent such termination is not prohibited by law). Except where an exclusive remedy is specified, the exercise by either party of any remedy under this OCO Addendum, including termination, will be without prejudice to any other remedies it may have under this OCO Addendum, by law or otherwise. Notwithstanding the foregoing, if Customer is the U.S. Government, unresolved payment disputes will be handled in accordance with the Disputes clause set forth in the Agreement.
- 6.3 Survival.** This Section 6 (Term and Termination) and the following sections will survive any termination of this OCO Addendum or the Base Agreement: Sections 1.1 (Licensing Models); 1.3 (Supplier API); 2.2 (Snowflake and Supplier Rights); 3 (Representations, Warranties and Covenants); 4 (Fees and Payment); 5 (Indemnification); 6.4 (Effect of Termination); 7 (Definitions); and Exhibit A (Oracle Pass Through Terms).

- 6.4 Effect of Termination.** Upon termination of this OCO Addendum, all rights, licenses, and authorizations granted to Customer under this OCO Addendum will immediately terminate, and Customer will: (i) immediately cease all use of the OCO Offering; and (ii) delete all copies of the OCO Offering and related documentation in its possession. Customer will certify such deletion in writing upon Snowflake's request. For any Public Sector Entity, the deletion obligation in this Section 6.4 shall be subject to (a) Customer's applicable records retention requirements under applicable law, regulation, or court order, and (b) for U.S. Federal Government Customers, the destruction-or-return obligation in Exhibit B, Schedule 1, Section J, which shall control to the extent of any conflict.

7 DEFINITIONS.

- 7.1 "Base Agreement"** has the meaning set forth in the introductory paragraph.
- 7.2 "Capacity"** has the meaning set forth in an applicable order form to the Base Agreement.
- 7.3 "Consumption Table"** means the Snowflake Service Consumption Table made available at <https://www.snowflake.com/en/legal/>.
- 7.4 "Duration"** means the period during which: (i) this OCO Addendum and the Base Agreement are in effect; (ii) Customer remains up-to-date on any applicable fees; and (iii) Customer remains in compliance with this OCO Addendum and the Base Agreement.
- 7.5 "Embedded License Use"** has the meaning set forth in Section 1.1 (Licensing Models).
- 7.6 "Independent License Use"** has the meaning set forth in Section 1.1 (Licensing Models).
- 7.7 "Licensed Core"** means a single processing core in a CPU, multiplied by the Licensing Factor, where such processing core is: (i) running an Oracle database; and (ii) connected to the OCO Offering.
- 7.8 "Licensing Factor"** means the then-applicable "Core Processor Licensing Factor," as described in the "Oracle Processor Core Factor Table" made available at <https://www.oracle.com/contracts/docs/processor-core-factor-table-070634.pdf> (or successor URL as Oracle may designate), as may be updated from time to time.
- 7.9 "Oracle"** means Oracle America, Inc.
- 7.10 "OCO Addendum"** has the meaning set forth in the introductory paragraph.
- 7.11 "OCO Offering"** means the Snowflake connector described as the "Openflow Connector for Oracle" in the Documentation, together with the Supplier API (per Section 1.1, the Supplier API may be provisioned either by way of the Embedded License Use or the Independent License Use model). **"Oracle Pass-Through Terms"** means the Oracle-mandated pass-through terms governing Customer's use of the Supplier API under the Embedded License Use model, as set forth in Exhibit A (Oracle Pass-Through Terms).
- 7.12 "Permitted Use"** means the Embedded License Use of the OCO Offering by an Authorized User for Customer's internal business operations in connection with Customer's use of the Service.
- 7.13 "Public Sector Entity"** means any of the following: (a) any government agency, ministry, department, branch, or division at any level (national, state, provincial, or local), whether executive, legislative, judicial, or administrative; (b) any political party, political organization, quasi-governmental body, international governing or regulatory organization, public foundation, public organization, or non-governmental organization (e.g., the United Nations, World Bank, or International Red Cross); (c) any entity for which any of the following applies: (i) a government owns at least 30% of the entity; (ii) a government has voting control, or the right to appoint officers, directors, or management; (iii) a government has formally designated the entity as an agency, instrumentality, or state-owned enterprise; (iv) the entity is fully or partially funded or subsidized by a government (including to "break even"), or its profits inure directly to a government; or (v) the entity's employees are considered public officials or civil servants under applicable law or local custom; or (d) any entity that: (i) performs functions that a government formally recognizes as governmental, or that the public generally perceives as governmental; (ii) holds a monopoly or exclusive administrative authority over a public function; or (iii) provides services to the public at large that a local government treats as its own.
- 7.14 "Snowflake"** has the meaning set forth in the introductory paragraph.
- 7.15 "Supplier API"** means the "XStream Out" application programming interface that is owned by Oracle or its licensors.
- 7.16 "U.S. Government"** means an agency of the federal government of the United States of America, or any government of any state thereunder. If the Customer is a state government or an agency of a state government, then references to federal law or regulations shall be replaced with a reference to the corresponding state law or regulation if such exists.

EXHIBIT A (Oracle Pass-Through Terms)

The following terms apply to the Embedded License Use of the OCO Offering.

ORACLE PASS-THROUGH TERMS

- 1.1. Customer may not permit its affiliates to use the Supplier API under this OCO Addendum. However, Customer may permit its users, agents, or contractors to use the Supplier API (subject to this OCO Addendum) if such use is solely for the benefit of Customer. Customer will be responsible for any such use of the Supplier API, and acts or omissions by any user, agent, or contractor will be deemed acts by Customer.
- 1.2. Oracle and its licensors retain all ownership and intellectual property rights to the Supplier API.
- 1.3. Customer may not assign, give, or transfer the Supplier API (or any interest in the Supplier API) to another individual or entity.
- 1.4. Customer may not: (i) use the Supplier API for rental, timesharing, subscription service offering, hosting, or outsourcing; (ii) remove or modify from the Supplier API any markings or any notice of Oracle or its licensor's proprietary rights; (iii) make the Supplier API available to any third party for use in the third party's business operations; or (iv) permit title of the Supplier API to transfer to any other party.
- 1.5. Customer may not reverse engineer (unless required by law for interoperability), disassemble, or decompile the Supplier API, nor may Customer duplicate the Supplier API except as reasonably necessary for Customer's licensed use of the Supplier API.
- 1.6. Customer acknowledges and agrees that, with respect to Customer's use of the Supplier API under this OCO Addendum, Oracle has no liability, to the extent permitted by applicable law, for (i) any damages, whether direct, indirect, incidental, special, punitive, or consequential; or (ii) any lost profits, revenue, data or data use; in each case of (i) and (ii), arising from Customer's use of the Supplier API.
- 1.7. Customer may not publish any benchmark test results run on the Supplier API.
- 1.8. Customer acknowledges and agrees that the use of the Supplier API under this OCO Addendum is subject to a restricted license and may only be used pursuant to this OCO Addendum. Customer may not modify the Supplier API.
- 1.9. Customer must fully comply with all relevant export laws and regulations of the United States and other applicable export and import laws to ensure that the Supplier API is not exported, directly, or indirectly, in violation of applicable laws.
- 1.10. Customer acknowledges and agrees that, as between Customer and Oracle, Oracle is not obligated to perform any obligations and will not incur any liability under this OCO Addendum.
- 1.11. Snowflake may send a written request for an audit of Customer's use of the Supplier API, including inspection of Customer's records. Following receipt by Customer of such request, Snowflake and Customer shall mutually agree in advance on the details of the audit, including the: (i) party performing the audit; (ii) cost of such audit (if any); (iii) reasonable start date; (iv) scope and duration of the audit; and (v) security and confidentiality controls applicable to any such audit. Where any audit reveals an underpayment, Customer will promptly remit to Snowflake the full amount of such underpayment. Snowflake may report such audit results to Oracle or assign the audit rights in this section to Oracle.
- 1.12. Customer acknowledges and agrees that Oracle is a third-party beneficiary of this OCO Addendum.
- 1.13. Customer acknowledges and agrees that the Uniform Computer Information Transactions Act does not apply to this OCO Addendum.
- 1.14. Customer acknowledges and agrees that the OCO Offering may include third-party technology that is governed by the terms of any applicable third-party technology licenses made available to Customer and not this OCO Addendum.
- 1.15. Customer acknowledges and agrees that Snowflake may notify Oracle if Snowflake becomes aware of any breach of this OCO Addendum pertaining to the use of the Supplier API, and that Snowflake may (at Oracle's request) assign some or all of its rights in these Oracle Pass-Through Terms to Oracle.
- 1.16. Customer acknowledges and agrees that Snowflake may report Customer's Licensed Core count, name, and address to Oracle.

EXHIBIT I SNOWFLAKE PRIVACY NOTICE

Last Updated: July 1, 2026

This Snowflake Privacy Notice ("**Notice**") explains how Snowflake Inc. and its affiliates and subsidiaries operating under the 'Snowflake' brand ("**Snowflake**", "**we**", "**our**" or "**us**") collect, store, use, disclose and otherwise process information about you in the course of our business, including through our websites that link to this Notice (such as, www.snowflake.com) (the "**Sites**"), our generally available software-as-a-service offerings hosted by or on behalf of Snowflake (the "**Service**"), our provision of consulting, configuration or other professional services, support and ancillary services, including, without limitation, services to prevent or address service or technical issues (together with the Service - "**Snowflake Offering(s)**"), and through other means such as our and our partner's events, sales and marketing activities. This Notice also sets out more information about your privacy rights.

About Our Snowflake Offerings. We provide Snowflake Offerings to our customers under an agreement with them and solely for their benefit. Our customers designate which of their personnel (including third party contractors, agents, etc.) are authorized as users of the customer's Service account ("**Authorized Users**"). Authorized Users may access and use the Service from all over the world, subject to the agreement between Snowflake and the customer as well as any applicable laws.

This Notice does not apply to the content that our customers and their Authorized Users upload and store in the Service ("**Customer Data**"). Snowflake processes Customer Data solely on behalf of the customer and that customer is responsible for the collection and use of your data. Because of this, that customer's privacy notice (and not this Notice) will apply to the customer's collection and use of Customer Data. Therefore, for any queries related to your data in Customer Data, you should refer to that customer's privacy notice and direct any queries to them. The customer's agreement with Snowflake governs our use of and processing of Customer Data. For information about our data collection and use regarding Authorized Users' use of our Service see the "When using the Service" sub-section of [Section 2](#) (INFORMATION WE AUTOMATICALLY COLLECT).

Quick Links

We recommend that you read this Notice to ensure you are fully informed. However, if you only want to access a particular section of this Notice, then you can click on the relevant link below to jump to that section.

1. [Information You Provide](#)
2. [Information We Automatically Collect](#)
3. [Information We Receive from Third Parties](#)
4. [Third Party Applications](#)
5. [Targeted Online Advertisements](#)
6. [Use of Information We Collect](#)
7. [Sharing of Personal Information](#)
8. [Legal Basis for Processing Personal Information](#)
9. [Security of Your Personal Information](#)
10. [International Data Transfers](#)
11. [Your Information Choices and Changes](#)
12. [California Users and Notice at Collection](#)
13. [Events](#)

14. [Your Privacy Rights](#)
15. [Your Privacy Rights in Respect of Customer Data](#)
16. [Data Retention and Deletion](#)
17. [Changes to this Notice](#)
18. [How to Contact Us](#)

1. Information You Provide

The personal information we collect when you use the Sites, including when you sign up to the Service through our Sites' self-service portal ("**Self-Service**"), and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information. We will let you know prior to the collection of your personal information whether the provision of personal information we are collecting is compulsory or may be provided on a voluntary basis.

When using the Sites: We may collect your name, email address, postal address, phone number and other information you provide via the Sites when, for example, you submit inquiries, request more information about our services, complete surveys, download Snowflake collateral, provide feedback about our services or register for sales events or marketing activities.

When using our Service: When you register to use our Service, we may collect your personal information (like name and contact details), and via Self-Service we collect credit card information for payment and billing purposes. You can also provide or link additional information when you choose to link your community cloud account with your service account, or if you choose to provide any additional information about yourself when submitting a support ticket.

When communicating with us: We may collect your name, title, email address, company name, and other information you provide and/or consent to when you communicate with us in person, electronically or on calls through audio transcripts and audio visual recordings.

2. Information We Automatically Collect

When using the Sites: We automatically collect information when you visit or use the Sites, including your use of Self-Service. This information may reveal your identity and may include information about the specific computer or device you are using, such as your computer's operating system and Internet Protocol (**IP**) address. Also, we automatically collect and store information about your activities on our Sites, such as information about how you came to and used our Sites, event information (like access times, browser type, and language) and data collected through cookies and other similar technologies that uniquely identify your browser, computer and/or other device. For more information on the use of cookies and other tracking technologies please see our [Cookie Statement](https://www.snowflake.com/en/legal/privacy/cookie-statement/) (<https://www.snowflake.com/en/legal/privacy/cookie-statement/>). We may disclose information about your computer or other device with our third-party service providers for information and network security, including fraud detection.

When using the Service: We automatically collect data relating to the performance and configuration of our Service and our customers' and their Authorized Users' consumption, use of, and interaction with the Service (collectively, "**Usage Data**"). While most Usage Data does not include personal information, the following types of Usage Data may include personal information:

- technical information, or data obtained from APIs, software or systems hosting the products and services and devices accessing these products and services, log files generated during such use;
- data and metadata about an Authorized User, such as user ID, email address, IP address, other data about the Authorized User's computer or other device, browser and connecting software (e.g., OS and software versions); and
- data and metadata about an Authorized User's activities and behavior within our Service, such as click-patterns and feature utilization.

Usage Data is used by Snowflake for (a) providing, supporting, and operating our products and services, (b) network and information security, and (c) analyzing, developing, and improving our products and services.

When receiving Snowflake Offerings other than the Service: We may also collect certain data about our customers, their Authorized Users, or other individuals acting on behalf of our customers, when such data relates to the provision of other Snowflake Offerings. Personal information in such data will usually be limited to identification details of persons requesting or otherwise involved in Snowflake's provision of respective Snowflake Offerings, e.g., names of individuals participating in training on Snowflake products performed by Snowflake professional services specialists, and records of respective Snowflake Offerings requested or provided.

3. Information We Receive from Third Parties

From time to time, we may obtain information about you from third party sources, such as public databases and websites, resellers and distributors, joint marketing or business partners, security and fraud detection firms and social media platforms. Examples of the information we may receive from other sources include: account information; page-view information; contact information from business partners with whom we operate Snowflake or industry events, sales and marketing campaigns, or joint offerings; search results and links, including paid listings (such as sponsored links); and credit history information from credit bureaus.

4. Third Party Applications

We may link to third-party websites or applications in our Service, or on our Sites. In those circumstances, the data we collect, use and disclose via the Sites or the Service will be subject to this Notice, including our [Cookie Statement](#). However, your use of the third-party websites, applications and any information you instruct us to send to the third-party (via clicking and accessing third-party websites or applications) will be subject solely to the third-party's terms and conditions and their privacy notice, and will not be subject to this Notice.

5. Targeted Online Advertisements

We use one or more third party service providers to serve ads about our products and services on other websites. These third parties may automatically collect and use certain information about your online activities, either on our Sites or other websites, such as your IP address, your ISP and the browser you are using. They may collect your information by using cookies, pixel tags, clear gifs and similar tracking technologies. We use the information collected, alone or in combination with information about you that we obtain from other sources (like our data partners and offline customer data), to among other things, deliver advertising targeted to your interests, including serving ads related to our products or services when you access and use other websites, and to better understand the usage of the Sites tracked by these third parties. This Notice does not apply to, and we are not responsible for, cookies, pixel tags or clear gifs in ads delivered by third parties on other websites, and we encourage you to check the privacy notices of ad services to learn about their use of cookies and other online tracking technology. If you would like more information about this practice and to know your choices about not having this information used by these companies, visit <http://www.aboutads.info/choices/>.

6. Use of Information We Collect

We use personal information collected via the Sites, our Service, in the course of providing the Snowflake Offering(s), and through other means (e.g., in person or on calls) for purposes described in this Notice. We may use artificial intelligence, machine learning, or other automated processing to assist us in carrying out the purposes listed below. These purposes include using your information to:

- operate, audit and improve our Sites, products and services, which includes training our machine learning and artificial intelligence models;
- provide customer service and support;
- provide and to facilitate the delivery of products and services you request;
- send you related information, including confirmations, invoices, technical notices, updates, security alerts, training and support and administrative messages;
- maintain your account;

- enhance security, monitor and verify identity or service access, combat fraud, spam, malware or other network and/or information security risks;
- detect bugs, report errors and perform activities to maintain the quality or safety of our services;
- conduct research and development;
- understand you and your preferences to enhance and personalize your experience and enjoyment when using our Sites, products and services;
- develop and send you direct and online advertising, sales and promotional communications (where this is in accordance with your marketing and cookie preferences);
- communicate with you about one of our events or our partner events, including webinars and demos;
- respond to your comments or questions or provide information requested by you;
- link or combine it with other personal information we get from third parties, to help understand your needs, provide you with better service and to prevent fraud;
- process and deliver contest entries and rewards;
- display and measure engagement with advertisements across different devices and sites;
- maintain legal and regulatory compliance;
- short-term, transient use, such as customizing content that we or our service providers display on the services; and
- process your information for other legitimate business purposes, such as customer surveys, data analysis, audits, collecting and assessing feedback, identifying usage trends, determining the effectiveness of our marketing campaigns and to evaluate and improve our products, services, marketing and customer relationships.

We may store and process personal information in the United States and other countries. We will not process personal information for materially different, unrelated, or incompatible purposes without providing you notice.

7. Sharing of Personal Information

We do not disclose your personal information to third parties other than as follows:

- where it has been de-identified, including through aggregation, pseudonymization or anonymization;
- when you instruct us to do so;
- with your consent, for example, when you agree to our disclosing your information to other third parties for their own marketing purposes subject to their separate privacy notices;
- with Snowflake affiliates, in such case the information will be processed as otherwise described in this Notice;
- with third party vendors, consultants and other service providers who entered into a written agreement with us and need access to your information to do that work. Examples include vendors and service providers who provide assistance with marketing, billing, processing credit card payments, data analysis, fraud prevention, network and information security, technical support and customer service;
- with third party business partners, such as distributors, and/or referral partners, who are involved in providing services to our prospects and/or customers, to fulfill product and information requests and to provide customers and prospective customers with information about Snowflake and its products and services. From time to time, we may engage in joint sales or product promotions with select business partners. If you purchase or specifically express an interest in a jointly-offered product, promotion or service, we may share relevant personal information with those

partner(s). **Where you have given your consent to do so, these business partners may send you marketing communications about their own products and services.** Please be aware that we do not control our business partners' use of such information. Our partners are responsible for managing their own use of the personal information collected in these circumstances. We recommend you review the privacy notices of the relevant partner to find out more about their handling of your personal information.

- with providers who offer products on the Snowflake Marketplace, to fulfill product and information requests, to facilitate Marketplace transactions, and to provide customers and prospective marketplace consumers with information about products on the Snowflake Marketplace. If you purchase or specifically express an interest in a provider's product, we may share relevant personal information with that provider. Where you have given your consent to do so, these providers may send you marketing communications about their other listings on the Snowflake Marketplace;
- to comply with laws or to respond to lawful requests and legal process, to protect our rights and property and that of our agents, customers, members and others including to enforce our agreements, policies and terms of use or in an emergency to protect the personal safety of any person;
- in order to protect any individual's vital interests, but only where we believe it necessary in order to protect the vital interests of any person; or
- in connection with or during negotiation of any business transfer, merger, financing, acquisition, or dissolution transaction or proceeding involving sale, transfer, divestiture or disclosure of all or a portion of our business or assets to another entity.

Snowflake does not have actual knowledge that it sells personal information of individuals under 18 years of age or processes such personal information for targeted advertising.

8. Legal Basis for Processing Personal Information

Snowflake Inc. is the data controller of your personal information collected pursuant to this Notice unless the information is collected in circumstances where one of our affiliates is running a local event, training session or survey, for example, and they collect and control that information. In such circumstances, we will endeavor to make this clear to you in a context-specific notification at the point we collect your personal information. Our legal basis for collecting and using the personal information described above will depend on the personal information concerned and the specific context in which we collect it. For those jurisdictions requiring a specific legal basis for processing personal information, we will normally collect personal information where we have your consent to do so, where we need the personal information to perform a contract with you, or where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms. In some cases, we may also have a legal obligation to collect personal information from you. If we ask you to provide personal information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time. For more information on our legal basis for processing data, please contact us using the details provided in [Section 18](#) (HOW TO CONTACT US) below.

9. Security of Your Personal Information

We take all reasonable and appropriate steps to protect your personal information in an effort to prevent loss, misuse, and unauthorized access, disclosure, alteration and destruction. We use appropriate technical and organizational measures to protect your personal information which may include: physical access controls, encryption, internet firewalls, intrusion detection and network monitoring depending on the nature of the information and the scope of processing. Our staff, who may have access to your personal information, are required to keep your personal information confidential.

10. International Data Transfers

Your personal information may be transferred to, and processed in, countries other than the country in which you reside. These countries may have data protection laws that are different to the laws of your country, and in some cases, may not be as protective. Specifically, our website servers are primarily located in the U.S. and we may process your personal information in jurisdictions where our affiliates, partners and third-party service providers are located. Our affiliate locations can be found on the [Snowflake Sub-Processors & Affiliates](#) website (<https://www.snowflake.com/en/legal/privacy/snowflake-sub-processors/>). However, we have taken appropriate

safeguards to require that your personal information will remain protected in accordance with this Notice. These safeguards include implementing applicable data transfer mechanisms, such standard contractual clauses or other lawful mechanisms for transfers of personal information as approved by the European Commission or other applicable regulators or legislators. Snowflake has also self-certified compliance with the EU-U.S. Data Privacy Framework, the UK extension to the EU-U.S. Data Privacy Framework, and the Swiss-U.S. Data Privacy Framework as set forth by the U.S. Department of Commerce with respect to personal information relating to individuals from the EEA, UK, and Switzerland. Please see our [Data Privacy Framework Notice](https://www.snowflake.com/en/legal/privacy/data-privacy-framework-notice/) (<https://www.snowflake.com/en/legal/privacy/data-privacy-framework-notice/>) to learn more.

11. Your Information Choices and Changes

You may opt out of receiving promotional emails from us by following the instructions in those emails or by accessing the Snowflake Preference Center (<https://info.snowflake.com/2024-Preference-center>). You may opt out of receiving promotional emails related to Observe products and services by emailing hello@observeinc.com. If you opt out, we may still send you non-promotional communications, such as emails about your account(s) or our ongoing business relationship. You may have additional privacy rights as further described in Section 14 (YOUR PRIVACY RIGHTS).

12. California Users and Notice at Collection

The California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 ("**CCPA**"), requires businesses that collect personal information of California residents to make certain disclosures regarding how they collect, use, retain and disclose such information. This section addresses those requirements. For a description of all of our data collection, use and disclosure practices, please read this Notice in its entirety.

Personal Information Collection and Disclosure: Other than Snowflake's [sharing of personal information](#) (as defined by CCPA and its implementing regulations) as set forth in the second table below, Snowflake does not sell personal information as we understand the term sale to be defined by the CCPA and its implementing regulations. The categories of personal information we collect about you and the third parties to whom we disclose that personal information for a business purpose in the preceding 12 months are as follows:

Categories of Personal Information We Collect	Categories of Third-Party Recipients to Whom We Disclose Information for Business Purposes
Identifiers (such as name, address, email address)	Service providers; business partners (in connection with purposes we aim to make clear to you at or prior to collection)
Customer Records / Account Registration Information (such as address, telephone number, financial information)	Service providers; business partners (in connection with purposes we aim to make clear to you at or prior to collection)

Characteristics which may be protected classifications under California or Federal law (such as gender and marital status)	Service providers
Commercial Information (such as transaction data)	Service providers; business partners (in connection with purposes we aim to make clear to you at or prior to collection)
Internet or Other Network or Device Activity (such as browsing history or app usage)	Service providers
Geolocation Data (such as approximate location inferred from your IP address, city, country)	Service providers
Professional or Employment-Related Data (such as the name of your employer)	Service providers; business partners (in connection with purposes we aim to make clear to you at or prior to collection)
Education Information (such as degrees and certifications)	Service providers

Categories of Personal Information Shared in the Preceding 12 Months:

Categories of Personal Information Shared	Categories of Third-Party Recipients	Purpose for Disclosure
---	--------------------------------------	------------------------

• Internet or Other Network or Device Activity • Identifiers • Professional or Employment-Related Data	Social Media Platforms Advertisers, Ad Agencies, Advertising Networks and Platforms, Advertising Related Technology Providers	Cross Context Behavioral Advertising (Specific details on the cookies used for advertising are available in our Cookies Preference Center in the Cookie Statement)
--	---	--

Snowflake does not use or disclose sensitive personal information for purposes other than those permitted purposes under the CCPA.

Snowflake does not have actual knowledge that it sells or shares the personal information of consumers under 16 years of age.

Retention of Personal Information: We retain personal information as described in [Section 16](#) (DATA RETENTION AND DELETION) below.

Sources of Personal Information: The sources from which we collect personal information are described in [Section 1](#) (INFORMATION YOU PROVIDE), [Section 2](#) (INFORMATION WE AUTOMATICALLY COLLECT) and [Section 3](#) (INFORMATION WE RECEIVE FROM THIRD PARTIES) above.

Purposes for Collecting Personal Information: We collect and disclose personal information identified in the lists above to communicate with you, for marketing and promotional purposes, to provide and improve our services and other purposes set forth in [Section 6](#) (USE OF INFORMATION WE COLLECT) above.

California Consumer Rights: California law gives California residents the right to make certain requests with regard to their personal information. Please see [Section 14](#) (YOUR PRIVACY RIGHTS) for a description of those rights and how you may make a request.

13. Events

We may collect, share and use personal information about you in connection with any events (such as a trade show, webinar, seminar, virtual event, or conference) that we participate in or sponsor and any related websites, social networking features or mobile apps (collectively, the "Events"). For more information about the personal information we collect, share and use at Events please see our [Snowflake Event Privacy Notice](#) (<https://www.snowflake.com/legal/snowflake-event-privacy-notice>).

14. Your Privacy Rights

You may have privacy rights regarding your personal information.

- You may request a copy of your personal information or request to correct, update, or delete your personal information.
- You may request that we disclose what personal information we collect, including the categories of personal information, the categories of sources from which the personal information is collected, the business or commercial purpose for collecting, selling, or sharing personal information, and the categories of third parties to whom we disclose personal information.
- Where required by law, you can object to processing of your personal information, ask us to restrict processing of your personal information, or request portability of your personal information.
- Where required by law, if Snowflake declines to take action on your privacy rights request, you may submit a request to appeal that decision.

- If we collected and processed your personal information with your consent, where permitted by law, you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.

- Where applicable, you may submit a complaint to Snowflake about our collection and use of your personal information via the [Snowflake Privacy Complaint Webform](https://privacyportal.onetrust.com/webform/cb85e692-4053-4d0a-8dda-d24b5daa8b06/10a3639d-9e3f-4dc6-b93f-67cfe7c34be7) (<https://privacyportal.onetrust.com/webform/cb85e692-4053-4d0a-8dda-d24b5daa8b06/10a3639d-9e3f-4dc6-b93f-67cfe7c34be7>) or email to privacy-complaints@snowflake.com.

- Where applicable, if you wish to submit a complaint to a data protection authority about our collection and use of your personal information, you can find contact details for data protection authorities in the [EEA](https://www.edpb.europa.eu/about-edpb/about-edpb/members_en) (https://www.edpb.europa.eu/about-edpb/about-edpb/members_en), in the [United Kingdom](https://ico.org.uk/about-the-ico/) (<https://ico.org.uk/about-the-ico/>), and in [Switzerland](https://www.edoeb.admin.ch/en) (<https://www.edoeb.admin.ch/en>).

- Californians also have the right to opt out of the sale of personal information or the sharing of personal information for cross-context behavioral advertising, as well as the right to limit the use or disclosure of sensitive personal information for purposes other than those permitted by the CCPA if sensitive personal information is collected. As described above, we do not sell your personal information nor use or disclose sensitive personal information for purposes other than those permitted by the CCPA.

To opt out of the sharing of personal information for cross-context behavioral advertising:

- You can control cookies by changing the settings for each category of cookies in Snowflake's Cookies Preference Center via Cookie Settings at the footer of Snowflake's website. Alternatively, if you have a legally-recognized browser-based opt-out preference signal turned on via your device browser, such as the Global Privacy Control, we recognize such preference in accordance with applicable law; and

- Submit a request to opt out of email-based sharing on the [Snowflake Privacy Webform](https://privacyportal.onetrust.com/webform/cb85e692-4053-4d0a-8dda-d24b5daa8b06/d82c62bf-6221-4dce-83b5-aaeac5d3a4a5) (<https://privacyportal.onetrust.com/webform/cb85e692-4053-4d0a-8dda-d24b5daa8b06/d82c62bf-6221-4dce-83b5-aaeac5d3a4a5>).

For other requests regarding your personal information that is processed by Snowflake, you can submit a request online by filling out Snowflake's [Global Privacy Request Form](https://privacyportal.onetrust.com/webform/cb85e692-4053-4d0a-8dda-d24b5daa8b06/bfbb15e5-d10b-4646-90f0-789979b39944) (<https://privacyportal.onetrust.com/webform/cb85e692-4053-4d0a-8dda-d24b5daa8b06/bfbb15e5-d10b-4646-90f0-789979b39944>) or call us at 1-877-243-8061. For requests relating to Observe products and services, please email us at hello@observeinc.com or indicate such in Snowflake's Global Privacy Request Form.

Snowflake will verify that the information you submit (which may include your first name, last name, email address, company, and country/state) matches our records before we fulfill the request. You may use an authorized agent to submit a consumer rights request on your behalf using the methods above, however, Snowflake will require the authorized agent to provide signed permission to submit the request on your behalf and may still contact you to confirm your identity.

Snowflake does not discriminate against you for exercising your rights or offer you financial incentives related to the collection and use of your personal information.

15. Your Privacy Rights in Respect of Customer Data

If personal information pertaining to you as an individual has been submitted to the Service by or on behalf of a Snowflake customer and you wish to exercise any data protection rights you may have in respect of that information under applicable law, including (as applicable) the right to access, port, correct, amend or delete such information, please inquire with the relevant Snowflake customer directly and refer to that customer's privacy notice.

16. Data Retention and Deletion

We retain personal information we collect from you where we have an ongoing legitimate business need to do so (for example, to comply with applicable legal, tax or accounting requirements, to enforce our agreements or comply with our legal obligations). When establishing a retention period for specific categories of personal information, we consider who we collected the data from, our need for the personal information, why we collected the personal

information, and the sensitivity of the personal information. When we have no ongoing legitimate business need to process your personal information, we will either permanently delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible. When processing Customer Data on behalf of our customers, we will retain Customer Data as described in our agreement with that customer.

17. Changes to this Notice

We may change this Notice from time to time. If we make any changes to this Notice, we will change the "**Last Updated**" date above. If such changes are material in nature, we will provide you with additional notice (such as adding a statement to the main website page or sending you an email notification).

18. How to Contact Us

If you have any questions about this Notice or privacy-related issues, please contact us at privacy@snowflake.com or Snowflake Inc., Suite 3A, 106 East Babcock Street, Bozeman, Montana 59715. Snowflake's Data Protection Officer (DPO) may be contacted at dpo@snowflake.com.

ⁱ For clarity, where Customer's Agreement refers to the defined term "Security Policy", such reference shall be interpreted to refer to this exhibit.

ⁱⁱ If Snowflake Offering(s) is not defined in the Agreement, "Snowflake Offering(s)" means the Service, Technical Services (including any Deliverables), and any support and other ancillary services (including, without limitation, services to prevent or address service or technical problems) provided by Snowflake.

ⁱⁱⁱ For clarity, where Customer's Agreement refers to the defined term "Security Breach", such reference shall be interpreted to refer to Security Incident, as defined herein.

^{iv} Formerly known as Premier Support